The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 4s. 6d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, JULY 17, 1869.

THE CASE OF *Brand* v. *The Hammersmith Railway* remains still the prominent example of the power of minorities in our courts of error as at present constituted. It will be remembered that this is the case which raised the question whether compensation can be claimed under the Lands and Railway Clauses Consolidation Acts for damage by smoke, vibration, and the like, caused by the running of trains on a railway, and not by its construction. Judgment was given in the Queen's Bench for the company by Mellor and Lush, JJ., the only judges who heard the case. That judgment was reversed in the Exchequer Chamber by Bramwell, B., and Keating and M. Smith, JJ.; they delivered judgments overruling the opinion of Channell, B., whose judgment was for the company, and of Erle, C.J., who heard the arguments and had prepared a judgment, but had retired from the Bench before it was delivered. Thus three judges there overruled four, counting the two in the court below. In the House of Lords the case was argued before Lords Chelmsford, Cairns, and Colonsay, and six of the common law judges, the six being, if we mistake not, Willes, Blackburn, Keating, Lush, JJ., and Bramwell and Pigott, BB. Of these, three (Bramwell, Keating, and Lush) had already heard the case in one of the courts below. About a month or so ago these six judges delivered their answers to the questions put to them by the Lords. Blackburn, J., alone was in favour of the company. Lush, J., had changed the opinion he formed in the Queen's Bench, and was now in favour of the claimant, as were also the other four judges. This week the Lords have delivered their opinions, Lords Chelmsford and Colonsay for the company, against that of Lord Cairns for the claimant. Of course the judgment of the Exchequer Chamber, which was for the claimant, is now reversed, as the opinions of the judges in the House of Lords are only given for the guidance of the Lords, and do not count as votes. It will be seen, however, that counting judges and law lords together there is again a minority on the successful side reversing the judgment of the Court below and prevailing against the opinion of a majority. For the claimant we have Lord Cairns, Willes, J., Bramwell, B., Keating, J., Pigot, B., M. Smith, J., and Lush, J. For the company Lord Chelmsford, Lord Colonsay, Erle, C.J., Channell, B., Blackburn, J., and Mellor, J. Lush, J., of course, must be counted only on the side on which he gave his last opinion, as that is perhaps entitled even to more weight than if it had been given without his having previously expressed any opinion. His change of view, however, of course, shows that the opinion of the judges who hear the case in the courts below ought not to be put quite on a par with those who hear it in the Court of Appeal. Yet, even if we look only to the law lords, probably many will think that with Lord Cairns alone on one side and Lords Chelmsford and Colonsay together on the other, the weight of authority would be with the former.

As regards the point decided, it is, of course, merely a question on the construction of statutes, and with such a difference of opinion there can be little to be said by us upon it. We have not yet seen Lord Cairns' reasons. It is, however, satisfactory, we think, that the argument of Bramwell, B., adopted also by Lush, J., and to some extent by Willes, J., has not prevailed. His view in favour of the claimant was founded solely on his opinion that the Legislature must have meant him to have some remedy. He thought that remedy ought to be by action, and that the words used in the Acts were more consistent with that view. Indeed, he suggested to the House of Lords that they ought to overrule all the cases to the contrary. But assuming that they would not do that, he then thought they ought to hold that by the words of the Acts compensation was given. We agree with Blackburn, J., in thinking that this amounts to judicial legislation, such as ought to be avoided even at the risk of occasional injustice.

THE CASE OF *Re Blair*, lately decided by the West Indian Incumbered Estates Court, and of which a report will be found below, is worthy of perusal, as illustrating a branch of colonial law which has assumed prominence of late years, and as to which many of our most eminent judges have confessed to great difficulty in arriving at a conclusion. Colonial cases are now of frequent occurrence in our courts, and much embarrassment is often occasioned to judges as well as counsel by claims founded on local laws or customs, which it is impossible to ignore, and yet difficult to define with any degree of accuracy. In fact, although it is a constitutional doctrine that every body of English settlers who found a colony carry with them the rights and privileges of the common law of England, which, in most of our colonies, is the basis on which the local laws are founded, yet it happens not unfrequently that the rules of the common law become in course of time supplemented, and sometimes overridden, by principles and rules arising from, and adapted to, local habits, but which do not accord with the established notions of English jurists. The lien of a consignee of a West Indian estate, on which the case above referred to turned, is one of those rights, the natural justice of which is unquestionable, but which finds no exact counterpart in the law of this country, and therefore presents great difficulties when it becomes necessary for our courts to define its operation. To a mind imbued with the principles of English law as applied to this country it would seem quite contrary to the principles of justice that a landowner having only a limited interest in an estate, and holding it subject to incumbrances, should have the power, by contracting with a merchant to supply the estate with necessaries, to give the merchant greater rights over the estate than he himself possesses. There have been, however, cases even in this country where, under special statutes, the rights of mortgagees and remaindermen have been invaded; for instance, where advances have been made for drainage and improvements, the ground of such an apparent violation of right being that the outlay, if for the benefit of the owner in possession, is equally for the benefit of all; and it is not surprising that a principle of this elastic nature should find favour in our colonies, where the rigid rules of the common law are less deeply rooted than at home. The case to which we have referred, taken in connection with the cases cited in argument, will show the extent to which the above principles have prevailed, and will be found well worthy of consideration.

THE COUNTY CORONERS BILL, as originally drawn, took the appointment from the "commons of the country"—*i.e.*, all the freeholders of the county without any limitation as to value—and placed it in the hands of the Home Secretary. The bill was afterwards altered so as to leave the office still an elective one, but no freeholder to be entitled to vote whose freehold does not come up to the qualification for the Parliamentary county franchise. A further amendment was made this week which enables *all* persons who are qualified for the county franchise (and not merely the freeholders) to vote

in the election of coroner. The coroner franchise as thus altered will be decidedly a more sensible and convenient one than it was under the old law, but it is much to be regretted that the office should remain elective at all. Setting aside the fact that it is not well for judicial offices to be so (as the experience of America shows us), it is particularly objectionable that a gentleman desirous of attaining the responsible post of county coroner should be compelled to face the labour, the heavy expense, and the demoralising atmosphere of a county election.

THE COURT of EXCHEQUER held in *Case* v. *Storey* (17 W. R. 802) that a railway station is not a "place" within the meaning of the Metropolitan Hackney Carriage Act, so that cabmen who resort there for the purpose of taking up passengers are not to be considered as "standing or plying for hire" within the meaning of those Acts. Bramwell, B., however, observed that if the cabman does, as a fact, accept a hiring, he brings himself under the provisions of the Acts. So that, although a cabman waiting in a railway yard is not obliged to take you in his cab, yet if he does consent to take you he takesyou subject to the statutory regulations. The question in *Case* v. *Storey* was whether a cabman waiting in a railway station can refuse a fare, and the result of course was, that he can. This decision was cited on Thursday in the Clerkenwell Police Court, upon a summons by a cabman hired in the Great Eastern Railway station, against a fare who did not pay. The defence (which proved successful) was that, according to the decision in *Case* v. *Storey*, the magistrate had no jurisdiction, because, the Acts not applying to the hiring, the matter was relegated to the ordinary law of contract, and the defendant must sue in the county court. It is unfortunate that it did not occur to the poor cabman to contend that since, as Mr. Baron Bramwell says, the driver, if he takes a fare at a station, brings himself under the statutory obligations, the fare must render himself subject to the same conditions. The cabman, however did not think of this, and so the summons was dismissed without more ado.

RATHER A CURIOUS APPLICATION was made recently to a judge at chambers in Ireland. An action of libel against a newspaper proprietor had been twice tried without the jury being able to agree upon a verdict. The plaintiff then applied to have the *venue* changed, on the ground mainly that the defendant had published statements in his newspaper likely to influence the jurymen. The statements principally complained of related to the manner in which the jury had been divided on the former trials, the defendant stating that ten jurymen had been in his favour and only two against him. The judge eventually declined to change the *venue*, leaving the plaintiff to apply to the Full Court if he pleased. He declined, however, to give the defendant his costs of opposing the application, on the ground that it was clearly improper to publish any statement as to the manner in which the jury had been divided.

There have been several cases lately of jurymen discussing publicly cases which they have tried, and disclosing what had passed in the jury-room. It ought, therefore, clearly to be understood that this is improper.

It is a well-settled rule that the Courts will not receive in evidence the affidavit of a juryman as to what has passed in the jury-room, or the affidavit of a third person as to statements made by jurymen, except statements made by them in open court. If there is a dispute as to what took place in open court, the affidavit of a juryman is admissible as to this, but it must not refer to matters which passed between the jurors in consultation.

This point, of course, usually occurs on motions for a new trial; but the same reasons which make it desirable that the discussions of jurors in arriving at their verdict should not be disclosed apply to the case of a jury being discharged without giving a verdict. There is also, of course, the further reason that upon a new trial the next jury may be influenced by the supposed views of the majority on the former occasion, instead of by the evidence. As long as the law continues to require the verdicts of juries to be unanimous, the mere opinion of the majority, even when clearly established, ought to have no weight given to it. The great danger, however, which principally induces the Courts to discourage such revelations is that it is impossible to rely upon them. After the jury have dispersed, statements made by individuals as to the opinions of others can scarcely be either verified or effectually contradicted, and statements of the individual's own opinion are not unfrequently, and perhaps unconsciously, coloured by the opinion they find prevailing out of doors, or in the mind of the person who takes them to task. How often does the dissatisfied litigant, on getting into conversation with a juryman who tried his case elicit in confidence some such speech as the following: "Why, the fact is, I was willing enough to take your side, but there were so many obstinate men," &c., &c. There is therefore, we think, good reason for listening to nothing that a juryman may say after he has separated from his brethren as to what passed between them.

The consequence of publishing such statements in a newspaper might occasionally be serious. It is too much the fashion of some of the reporters who furnish our contemporaries with reports of the proceedings of law courts, to import into their report information gathered from private sources. It is clear that statements of this sort could not be privileged, and, to take an illustration, we should have no doubt that where the question left to a jury was whether a particular witness could be believed on his oath, and the jury were discharged without agreeing, if a newspaper were to publish that so many of the jury were in favour of finding a verdict against the evidence of this witness, it would be a libel, and not privileged.

REAL ESTATE INTESTACY BILL.

The bill for assimilating the devolution of real estates to that of personalty in cases of intestacy has passed its second reading in the House of Commons by a majority of the smallest dimensions, and we are therefore justified in assuming that another year, at least, will elapse before the measure has any chance of becoming law. We earnestly hope that in the interval its indefatigable author will take into his counsels some practical real property lawyer, who will enable him to produce a measure which, admitting its principle, will be comparatively free from the defects in working which form the principal characteristic of the bill now before the House of Commons. It is not too much to say that, in its present form, the bill ought to be entituled "An Act to confiscate small landed estates for the benefit of the practitioners in the High Court of Chancery."

The promoters and supporters of the bill profess two objects, perfectly distinct, though entirely compatible, one of which appears to us to be extremely desirable, the other at least doubtful; but the bill itself is not, as we conceive, properly adapted to either end. Some of the speakers in support of the second reading, who may be classed as the "legal division," dwelt on the anomalies resulting from the operation of feudal principles, long since obsolete for all good purpose, but which nevertheless still survive in the shape of certain absurd technical distinctions, one of the most glaring of which is the difference in the devolution of a long term of years and an estate in fee simple, and the bill does, no doubt, to a certain extent get rid of this distinction. Mr. Locke King himself, however, and Mr. Buxton, *et id genus omne*, seem not to consider this point of any great importance, and lay all their stress

on the supposed natural injustice of making so much larger a provision for the eldest son than is made by law for the rest of a man's family.

On the former point there is, we conceive, but little real difference of opinion; it will hardly be gravely argued that distinctions of a purely technical nature, arising from the operation of ideas and principles long since defunct, can be permitted to survive any longer than they appear harmless; and the moment it is found that any practical result, not otherwise desirable, arises from such a distinction, the distinction itself, as well as the rule upon which it rests, is, or ought to be, doomed to immediate extinction. We should therefore hail with pleasure a bill (which might be fitly—with reference to Wednesday's debate—prepared and brought in by the Solicitor-General and Mr. Fowler) for abolishing all technical rules of a feudal nature, restricting or regulating the transmission of land, whether *inter vivos* or from predecessor to successor, and substituting therefor other rules of a simple "common sense" nature, coming practically to the same result. We should deprecate, however, as in the highest degree inexpedient, any interference on the part of the Legislature with the large powers at present possessed by the fee simple owner of dealing with his land, and we are certainly impressed with the impolicy of all those schemes, whose professed object is to make land more marketable, but whose real effect is merely to confirm the title of purchasers from fraudulent trustees with notice of the breach of trust. All these schemes are founded on the essentially erroneous idea that the value of land to the owner is merely its price in the market; so that if, for instance, I have been deprived by the fraud of my trustee of an estate in Essex, I should be fully indemnified by a sum of money sufficient to buy an estate of equal rental in Kent or Cornwall, or *vice versâ*. This is an idea the fallacy whereof has been frequently exposed, and we only mention it here that we may not be supposed, because we think that land should, for purposes of transmission, be subjected to the same sort of rules as affect other kinds of property, to acquiese in the idea that its peculiarity of immobility has been overlooked or disregarded by us.

One of the inconveniences attending our present law of real property, which is peculiarly germane to the bill before us, is the chance of its descent upon an infant heir or a person under some other disability, which, when such heir is a trustee, or when for any cause whatever it becomes necessary to deal with the land during the continuance of the disability, is a fruitful source of expense, delay, and vexation. But the present bill not only does nothing to remove this inconvenience, except in the single case where the land is required for payment of debts; it positively aggravates it. As the law now stands it is more likely that the heir-at-law will be *sui juris* than that every one of the next of kin will be so, and the transfer of the legal estate from the heir to the administrator, subject to a specific trust for the next of kin, operates merely to multiply indefinitely the number of cases in which the assistance of the Court of Chancery, under the provisions of the Trustee Relief Act or otherwise, will be necessary to authorise any valid dealing with land. If the bill had provided simply that the legal estate in the land should vest in the administrator upon trusts which would give him an absolute power to sell when requisite, and negativing any right enjoyed in specie by the next of kin collectively, it would have affected a material improvement in the law, quite irrespective of the question what ought to be the trusts of the ultimate residue, after due administration.

On this question, which is the one apparently most prominent, though not to our minds most important, we are by no means able to agree unreservedly either with the promoters or the opponents of the measure. Even if it be true—we do not feel sure that it is—that all a man's *children* have *equal* natural claims on his property, it is certainly not true that in the case of a man dying without near relatives there is any advantage, moral, social, or political, in dividing his real estate amongst all his nearest of kin; and the provision which would, in such a case, vest one moiety thereof absolutely in his widow, ordinarily a stranger in blood to him, so as, in all probability, to divert the land permanently from the family of the intestate, would be repugnant to the feelings and prejudices of ninety-nine out of every hundred owners of landed estates, large or small, purchased or inherited, in the country. And the analogy of the law of personal estate has no bearing here, because, except in the case of certain very rare and peculiar chattels, it is practically indifferent to a man what becomes of his movables after his death, so long as *the value thereof* is distributed as he wishes, whereas the very contrary is the case as regards his land. Even a mere occupier, without any estate in the land at all, if his occupation is of any long standing, is apt to take an interest in it of a purely local character, and to feel aggrieved at the notion of removal from it; and with how much greater force this feeling actuates the owner the history of mortgages, if nothing else, conclusively shows. We know nothing which comes under the cognizance of the practical lawyer, more remarkable or, except on the hypothesis of the peculiarity of land on which we have been insisting, more inexplicable than the manner in which persons cling to the shadow of ownership in their land, long after the substance has been devoured by incumbrances greater than it can bear. And this is no rare case, nor one confined to lands inherited from a long line of ancestors: it is the common history of nine out of ten abstracts of title, even when the reluctant vendor is himself the original purchaser—nay, even where the first of the succession of incumbrances, which have at last compelled the resale of the property, has been contracted for the purpose of effecting the original purchase.

On the other hand, we fully concur with Mr. Locke King that it is not right that it should be even conceivably possible that one out of a number of children should be in a position—except by the deliberate choice of his parent—to absorb all that parent's property, leaving his brothers and sisters utterly dependent on his bounty or forbearance. To that extent, at any rate, we think the law imperatively requires improvement, though we think the cases in which such a state of things occurs in fact extremely rare. A remedy for that, however, would be easy to find without utterly ignoring the peculiarities in the nature—we are not speaking of the legal incidents—of real estate.

Another case of hardship which has, we believe, once or twice occurred, is that of a childless widow whose husband's heir-at-law is a distant relation, and who is left destitute because her husband, though possessed of ample real estate, has left no personalty, and the statutory declaration against dower has been, it may be accidentally, inserted in the conveyance *to* him. This evil, however, admits of an easy and appropriate remedy. The statutory declaration in question is "useless, dangerous, and ought to be abolished," and were this done the hardship in question would never occur again. This is a hardship which is peculiarly the fruit of modern legislation; under the old law of dower it could never have occurred except in cases where the husband had an equitable estate merely in the land, and this would seldom be the case of an owner in fee simple, which is the only case within the scope of the present question. When the Legislature found it advisable to abolish the absolute right which the old law of dower vested in widows, they were not content with putting it in the husband's power to dispose of the property freed from dower by act *inter vivos* or by will (which would have fully met the evil to be remedied), but they went on to enact that dower might be barred by a simple declaration in the conveyance *to* the husband. This declaration, from a

view of their clients' interests which has become prevalent amongst conveyancers, but which is, we think, mistaken, has become almost a matter of common form, and as it is, in our opinion, a most mischievous one, we should be glad to assist, by any means in our power, in its abolition. It is useless, for without it the husband can deal with the property as fully in all respects, by deed or will, as if he were unmarried; it is dangerous, because if it acts at all it will be to deprive a widow of her provision for the benefit of a person having a claim never superior, often immeasurably inferior, to hers; and we would hail its abolition with pleasure as the removal of one of the most indisputable, if not the most prominent, of our "absurdities of legislation."

It is also, we think, well worthy of consideration whether the law of dower should not be extended so as to give the widow, at any rate during widowhood, the income of the whole of the property, or some part larger than one-third; and whether she ought not at any rate, if not given the whole income in her own right, to have, during the minority of any child of her own entitled to any share of the property, the complete control over the income of that share, subject only to the duty of maintaining the child; but we are clearly of opinion that no part of the inheritance should vest in her except by express contract or under her husband's will. If the object of an intestate law be to make such a will for the deceased as he *would probably* have made for himself, then the experience of conveyancers would seem to us to point to a provision vesting the property in the widow for life, subject where there are children to the loss of a portion (say one-half) on re-marriage, and giving the remainder to the heir, charged, in the case of younger children, with reasonable portions, to be estimated by bringing the whole estate, real and personal, into a sort of hotchpot; but securing at any rate, except in the case of very small estates, a decidedly larger provision (say, as in Jersey, two entire shares) as the portion of the eldest son. When the nearest of kin are not lineal descendants of the deceased, testators almost invariably devise the whole estate to one, generally, when the relationship is near, the one whom the law would have designated as heir. If, on the other hand, the object of the law be to make such a will for the intestate as he *ought to* have made for himself, we confess to a feeling that some extra consideration ought to be shown to the natural head of the family, and we think that all the institutions of civilised and semi-civilised nations point to the same conclusion. Indeed, even among nomadic savages is there a difference inposition, depending upon seniority of age.

The practical effect of any change of this nature will, however, we think, be very slight. We do not believe that the custom of gavelkind has been found to make any very great difference in the well-being of the men of Kent; we do, indeed, know that it tends to depreciate the value of real estate in Kentish-town, but that arises from the difficulty of partition in house property; nor have we learnt that even so absurd a custom of descent as Borough English has had any material effect in the places where it prevails. Practically all properties of any magnitude are the subject of settlement or devise, and the smaller ones can only be kept together under any law of descent by an elaborate system of sale and re-purchase.

But whatever view may be taken of this question—whether it may eventually be considered right to assimilate the law of distribution of real estate to that of personalty, or to continue different systems for each, or finally, to invent an entirely new rule for one or both—the plan of the present bill is eminently unfitted for accomplishing the object.

This bill merely assimilates the descent of real estate to that of a term of years—*i.e.*, gives the administrator no power whatever to sell, except when the property is wanted for payment of debts, or other purposes of administration, and even gives an absolute right to require partition (!) to the distributees, instead of—as for all practical purposes there ought to be—a *trust* for sale with a right of pre-emtion in or for the benefit of the distributees successively in a prescribed order.

It is not too much to say that if this bill were to pass in its present shape or anything like its present shape, nine-tenths of the estates in respect of which it would have any operation whatever would be thereby of necessity brought into the Court of Chancery, either at the suit of creditors of the intestate, or by suits for partition, or for sale under Lord Romilly's Act. We repeat that, whatever may be the ultimate destination of the surplus, the first requisite of a workable bill is to vest the legal estate *upon trust for sale* either in the administrator of the intestate or in some "official administrator of intestates' lands," and to distribute, not the land itself, but merely the proceeds of sale thereof.

CONTEMPT OF COURT.

This is a subject to which attention must have been drawn by several cases which have been lately reported. Whether the occurrence of conduct which the Court deems contemptuous has been more frequent, or the reporters have been more diligent in reporting such cases as have occurred, we know not.

It will be conceived that every court of justice possesses an inherent right, which it is in duty bound to exercise, of punishing those who contemn its dignity; and it is quite clear that if the right did not exist, the course of justice would be seriously interfered with. This being so, the question follows, what are the acts which courts of justice, and especially the Court of Chancery, are wont to consider as contemptuous?

The sort of contempt which consists in using violence or abusive language to a person serving the process or orders of the Court, or using scandalous or contemptuous words against the Court or the process thereof (Cons. Ord. xlii. 2), needs no more than a passing notice. When we read that in *Williams* v. *Johns* (12 Feb., 1773) the defendant, on being served with the *subpœna*, compelled the person who served it to eat the parchment and wax of the process, and then beat and kicked him, and left him for dead, with orders to his servants to throw the body into the river, one is not surprised to find that the defendant was sent to the Fleet for contempt, under the above-mentioned order. But we pass on to the commoner forms of contempt at the present day, which consist in words rather than in deeds. Of these, according to Lord Hardwicke, there are three sorts. The first consists in scandalising the Court itself; the second in libelling parties who are concerned in proceedings before the Court; and the third in prejudicing mankind against persons concerned in proceedings before the Court, whether parties or not, at any time before the proceedings are finally disposed of.

With reference to the first sort of contempt, it is clear that anything that scandalises the Court itself, whether in the nature of personal insult, or of reflection upon the course of procedure, or the administration of justice, must be a contempt of the grossest character. *Lechmere Charlton's case* (2 My. & Cr. 316), where the contempt was in writing a threatening letter to the master to influence his judgment in the matter of the Ludlow charities, and *Martin's case* (2 [R. & M. 674 n), where the contempt was in writing a letter to the Lord Cnancellor enclosing money, are the first instances which occur to us. But cases like these are not common.

The second and third sorts may be taken together, and stated to consist in publishing written or printed matter concerning pending proceedings, either with the intention of vilifying the parties concerned, or of prejudicing mankind against them. It is obvious that many cases of this character are cases of libel dealt with in a particular way because they amount to a contempt of

court; while, on the other hand, there are many cases where something has been done, and the Court is moved to commit the party doing it for contempt, instead of to restrain him by injunction from doing so again.

The reason of this is that the Court is bound to assert its dignity and protect parties before it no less than itself, in order to secure the due administration of justice. "Nothing is more incumbent upon courts of justice," Lord Hardwicke said, in *Roach* v. *Garvan*, "than to preserve these proceedings from being misrepresented; nor is there anything of more pernicious consequence than to prejudice the minds of the public against persons concerned, whether parties or not, in causes, before the cause is finally heard."

The case which led to these remarks of Lord Hardwicke is better known as the *St. James's Chronicle case* (2 Atk. 470). It was a motion in the cause of *Roach* v. *Garvan* to commit the printers of that journal and the *Champion*, another journal. Their offence consisted in publishing a narrative of the facts involved in the cause before the cause was finally heard, in the course of which they took upon themselves to abuse some of the parties, and call persons who had given evidence by the opprobrious epithet of "affidavit men."

In *Ex parte Jones* (13 Ves. 237) Lord Erskine committed, for contempt of court, the committee of a lunatic, and the committee's wife who had published a pamphlet, with an address by way of dedication to the Lord High Chancellor, reflecting on the conduct of the petitioners, who were persons interested in the lunatic's affairs. This, be it observed, was under the jurisdiction in lunacy.

In *Colman* v. *West Hartlepool Railway Company* (8 W. R. 734), a party was restrained from publishing a garbled account of certain proceedings before the Court which was calculated to damage the case of his opponents. We refer to this case, which was not one of contempt, because it illustrates what we were saying, that it is pretty much at the option of the offended party to move to restrain the publication or to move to commit for having published.

In *Mrs. Farley's case* (2 Ves. Sen. 20), sometimes cited as *Cann* v. *Cann* (2 Dick. 3 Ha. 333n.), the contempt consisted in publishing advertisements in *Felix Farley's Bristol Journal*, relating to the answer of Sir Robert Cann in the cause.

In the *Tichborne case* (15 W. R. 1072), the printer of the *Pall Mall Gazette* was held to have committed a technical contempt by an article commenting on the affidavits filed on behalf of the plaintiff in a cause which had not come before the Court. And in *Felkin* v. *Herbert* (12 W. R. 241), it was held by Vice-Chancellor Kindersley that the publication of an article in a newspaper holding up to ignominy witnesses who have made affidavits, and reflecting on the parties to the suit, is a gross contempt, even though the time for evidence, as regards the party on whose behalf the affidavits are made, has closed. And the case of *Daw* v. *Eley* (17 W. R. 245), must not be omitted, where the Master of the Rolls held that the solicitor to a defendant in the suit was liable to be committed for contempt in having sent anonymous letters to a newspaper stating as facts the matters relied on by his client, which were in fact the points which would have to be tried as issues in the cause. So, too, in *Matthews* v. *Smith* (3 Ha. 331), it was held to be a contempt to publish advertisements with reference to the subject-matter of the suit, calculated to prejudice the rights or misrepresent the relative positions or character of any of the parties to the cause, or witnesses in it.

In *Robson* v. *Dodds* (1) (17 W. R. 782), Vice-Chancellor Malins held that the printer of a local newspaper was guilty of contempt in having published comments on the conduct of a gentleman who had been solicitor of a building society, pending the hearing of a suit instituted by him against the society. And attacks on witnesses were held to be a contempt in *Littler* v. *Thomson* (2 Beav. 130).

We may infer that would be equally a contempt of court to publish comments on the conduct of parties engaged in the conduct of a cause with a view to prejudice the success of the cause, or misrepresent its objects.

It appears, then, that it is equally a contempt of court whether the person on whom the attack is made be a party to the suit or not. Witnesses, equally with parties, are entitled to the protection of the Court, if not more so. Every party to a suit has some inducement to sustain the incidental annoyances of litigation; but the mere witness, who in nine cases out of ten thinks it a great hardship to get into the witness box, or attend before the examiner, would be still less likely to come forward and give evidence if his motives, his character, and his truthfulness could be made a jest of with impunity. Hence it is that the liberty of the press, in the few cases where it has run into licence in this respect, has uniformly been restrained. No doubt the question of intention has something to do with the assessment of the penalty; but where a contempt of this nature has been committed it is no justification that it was not intended to commit a contempt (*Felkin* v. *Herbert*, *ubi sup.*).

So much for comments on and notices and advertisement concerning pending proceedings. There is yet another form of contempt of court arising out of the publication of the pleadings themselves, or any portion of them, pending the final hearing of the cause. It is equally certain that this may constitute a contempt, even where there are no comments on the portion of the pleadings or documents so published. There are two reasons why this should be so; first, because such a publication invites the world to pass judgment on a case where the Court has not expressed its own opinion; and secondly, because *ex parte* statements have a tendency to bias the mind of the judge and jury. It may be idle, as was argued in *Felkin* v. *Herbert*, to suppose a publication would affect the decision of the Court, even were it read by the judge himself; but the question is one of tendency, and not of fact. A Captain Perry, it was said by Lord Hardwicke in *Roach* v. *Garvan*, printed his brief before the cause came on, thus prejudicing the world beforehand, and we cannot but presume that it was held to be a contempt. In *Re Cheltenham and Swansea Waggon Company* (17 W. R. 463) the contempt consisted in publishing in the columns of a newspaper, but without comment, a petition to wind up a company that had been filed, but not answered, containing charges of fraud, &c. It was argued that the contents of a petition were public matter, as it was necessarily advertised, and copies were supplied under certain restrictions; but it was held that it differed not in this respect from a bill, the publication of which would clearly be a contempt.

Much, however, depends on the intention, which is necessarily inferred from the facts of the case. In *Baker* v. *Hart* (2 Atk. 488) the parties interested in an order for a receiver had published it with a statement of the facts upon which the order was obtained, and circulated copies of it among the tenants of the estate. This they did under the master's advice, and it was held not to be a contempt, though the Court disapproved of what had been done. *Brook* v. *Evans* (8 W. R. 688) may be referred to on this point.

The subject is a well-worn one, yet it is singular how often a risk of contempt is incurred, most commonly at the present day by journalists in the exercise of what are called their public duties. With every desire to see the press retain its present position and continue to exercise its functions as well as it does at the present day, it must be admitted that the interests of justice require some reticence as to the proceedings before the Courts, and that the parties to these proceedings, and the witnesses and persons engaged in the conduct of these proceedings, should be protected from comment or re-

mark, either of an *ex parte* character, or of an adverse or depreciatory tendency. The safest way to avoid the risk is to omit indulging the public with such comments or remarks altogether until the verdict is given or the decree made.

The order to commit will rarely be executed, as an apology will, in most cases be made. *Felkin* v. *Herbert*, however, shows that it is not enough to come to the Court and say, "If I have technically committed a contempt, I apologise;" but the apology must be unqualified. Hence, when the order that the party do stand committed is made, the practice is to direct that such order be not enforced for a limited period, in order to give room for a proper apology to be offered.

RECENT DECISIONS.

EQUITY.

REPUDIATION OF SHARES—AGREEMENTS FOR COMPROMISE—REPRESENTATIVE SUITS.

Hare's case, L. J., 17 W. R. 628.

This decision proceeded upon the broad and intelligible principle recognised by Vice-Chancellor Malins and affirmed by the House of Lords in *Oakes* v. *Turquand*, 15 W. R. 1201. He who has agreed to become a member of a public company, and is a registered member at the time when the winding-up commences, is liable to contribute to the assets, and loses any right to repudiate his liability which he may have possessed upon the merits of his case before the winding-up commenced. That is the general effect of the rule in *Overend & Gurney's case*, to which we need not further refer, inasmuch as it has been very recently considered in these columns (*ante* pp. 261, 285.) It has been held (see *Stephenson's case*, 16 W. R. 95) that pleading misrepresentation to, and successfully defending, an action for calls is not sufficient repudiation, but that in order to take the case out of the application of *Oakes* v. *Turquand* a bill must have been filed before the winding-up. It is questionable whether a bare agreement by the directors to submit to the repudiation might not be subsequently overruled as *ultra vires;* but however that may be, the Court of Equity, in its desire to avoid multiplicity of proceedings, has established a principle of representative suits, which is at least very reasonable and convenient. When an arrangement has been made between the company and a repudiating shareholder that some suit by another shareholder whose case is the same as his shall be considered as representing his case, and that he shall stand or fall by the decision in that suit, the Court will give effect to such an arrangement, and regard the first-mentioned shareholder as though he had actually filed his own bill against the company. Of this *Pawle's case* (17 W. R. 391, 599) is perhaps the latest instance.

The applicant, a Mr. Hare, was a member of a certain company. An amalgamation between it and an association professing similar objects was projected, the same to be effectuated by a merger of the former in the latter. In performance of his part in this arrangement Mr. Hare applied for fifty shares in the association. In due course they were allotted to him "in accordance with the amalgamation." These shares were then registered in his name. We thus get the application, the notice of allotment, and the registration, the three things which go to make a man a member of a company. Soon afterwards he and other gentlemen, who had become members of the association under similar circumstances, repudiated their shares, on the ground that the amalgamation was *ultra vires* and void, and that the statements on the faith of which they applied for their shares were incorrect. They had at that time a prospect of success upon the merits, inasmuch as the winding-up had not commenced. One of their number, but not Mr. Hare, filed a bill to set aside the amalgamation. The suit was compromised upon certain terms, one of which was that the names of all the repudiating shareholders should be erased from the register. The heads of this compromise were signed by the solicitors of the company, and by the solicitor of the plaintiff, who professed to sign also on behalf of Mr. Hare and the other repudiating shareholders, and were approved by the Master of the Rolls. Mr. Hare, however, neglected to see that his name was removed, and consequently it was not removed; and when the winding-up order was made Mr. Hare was placed on the list of contributories. It was now too late for him to rely on the merits of his case, and *Oakes* v. *Turquand* must govern it, unless he could make out a binding agreement that his name should be removed existed at the date of the winding-up order. This he failed to do; and the Lords Justices, affirming Vice-Chancellor Stuart, retained his name as a contributory.

It is clear that the intention of the repudiating shareholders was that the suit should be a representative one, and that the terms of the compromise should include all parties in a position similar to the plaintiffs. But what was there after all in Mr. Hare's case to give the suit a representative character? All that he did was to send a letter requiring his name to be removed. There the matter rested, so far as he was concerned. The solicitor who signed the heads of compromise professedly on behalf of the contributories, including Mr. Hare, had no authority to act on that gentleman's behalf. Had the solicitor been Mr. Hare's authorised agent, Mr. Hare would have been in a position to say after the winding-up had commenced that having done all in his power to get rid of the shares, and having consented to an arrangement whereby his object was to be effectuated, he was not affected by the *laches* of the company in omitting to perform the act of erasing the name: *Re Reese River Company*, 15 W. R. 882. Mr. Hare therefore was in this position—that he had neither of himself instituted proceedings to have his name removed, nor had he agreed to be bound by the proceedings in the other case so as to be entitled to have his name removed upon the merits; and, consequently, his name having been found on the list when the winding-up commenced, must remain there until the creditors were satisfied.

We have seen what Mr. Hare did not do; let us now consider what he ought to have done. *Pawle's case* (*ubi sup.*) will suggest the right conclusion. A shareholder who repudiates his shares need not file a bill for the purpose. It is enough if he find another shareholder who is about to file a bill under the same circumstances, and agree with the company to be bound by the decision in the suit. It is unnecessary and undesirable that there should be as many bills as there are repudiating shareholders. But the shareholder must either file a bill in his own name, or agree to be bound by the result of another suit. A mere lying by, as Selwyn, L.J., observed (p. 600), is not sufficient. That will imperil the case in any event, by introducing the suggestion of acquiescence and *laches;* and it will ruin it entirely if the winding-up have intervened. In *Pawle's case* a suit was pending to decide a case similar to Mr. Pawle's, and the company agreed that, pending the decision in *Ross* v. *Estates Investment Company*, which was the suit in question, the remaining repudiators should not be prejudiced by their not taking proceedings against the company. They had a prospect of succeeding on the merits, inasmuch as the winding-up order had not then been made. The winding-up occurred without any other proceedings having been taken; and the Lords Justices, affirming the decision of the Master of the Rolls, held that the agreement substantially made Mr. Pawle a party to the suit, so as to stand or fall, according as the suit succeeded or failed; and, consequently, that he was still entitled to have his name removed. It is, then, clear that in order to make a representative suit, properly so called, the parties who seek the benefit of representation must be in a situation to be bound, whatever the result of the suit may be. He who merely

await the result of a suit by another contributory must be fixed on the list if the winding-up intervenes, notwithstanding the other has obtained relief. That seems to have been the effect of a decision of the Master of the Rolls in *Scholey* v. *Central Railway Company of Venezuela*, which is reported 12 W. R. 392. Few will be disposed to doubt the justice of the principle established by these two cases, that the party who does not sue, but stands by to watch the result of another suit, if overtaken by the winding-up, and not then in a position to be bound by the failure, as well as to reap the benefit of the success of that suit, is properly placed on the list.

COPYRIGHT—REGISTRATION—DATE OF PUBLICATION.

Page v. *Wisden*, V.C.M., 17 W. R. 483.

Copyright was claimed by the bill in a scoring paper, of the kind with which cricketers are familiar, but at the bar this claim was restricted to two lines ruled at the foot of the scoring paper in which the runs obtained at the fall of each wicket in succession are to be recorded. There is now no doubt that copyright may exist in a portion of a work. *Low* v. *Ward* (16 W. R. 1114, where several instances in point are given), provided such portion be distinguishable, so that you can separate it from the rest of the work in which no copyright is claimed, and say what it is. It is not, it would appear, necessary to distinguish the part in which copyright is claimed in registration; but it was the opinion of his Honour that on filing a bill to protect a work, being only entitled to copyright in a small part of such work, the plaintiff is bound to tell the defendant what that part is, and if he does not, must pay the unnecessary expense that has thereby been thrown on the defendant. The whole scoring sheet might be the subject of copyright as a "sheet of letterpress" in the words of the statute, but the claim, when cut down at the bar to two or three lines in a tabular form, was, in his Honour's opinion, too insignificant to become the subject of copyright, even assuming that there could be matter of copyright in ruled lines. The Court, however, is disposed as a general rule to give protection to anything that comes within the definition of copyright, even where a compiler's industry rather than an author's genius is the source of the work; and the dictum in *Rundell* v. *Murray* (Jac. 314) that a mere collection of receipts in a cookery book could not be the subject of copyright, as it required no mental labour for its concoction, has not been supported by recent authorities.

Copyright is a monopoly, and in order to entitle himself to the benefit of it a person must comply, and that exactly, with the conditions by compliance with which alone he can become entitled to the privilege (*Mathieson* v. *Harrod*, 17 W. R. 99, L. R. 7 Eq. 270). In the case before us the date of the first publication of the work was erroneously stated in the registration. The plaintiff was bound by the Act 5 & 6 Vict. c. 45, to state correctly the date of first publication; and not having done so he was not entitled to maintain the suit. In *Wood* v. *Boosey* (15 W. R. 309) Mr. Justice Blackburn said that, in order to comply with the Act, it was not sufficient to state the year, but the month and day must be given. In *Law* v. *Routledge* (12 W. R. 1069) the wrong date was given, but there was a statement of the right month, yet Kindersley, V.C., allowed the demurrer, on the ground that the registration was bad; and in *Mathieson* v. *Harrod* his Honour decided that it was not sufficient compliance with the Act to enter the month in which the first publication takes place, but that the day must also be stated. Seeing with what strictness the Courts enforce the conditions upon compliance with which the monopoly of copyright, often one of the most valuable of monopolies, is granted, the laxity with which the entries required by the Act are often made is some what surprising.

COMMON LAW.

COSTS—COUNTY COURT—COUNTY COURTS ACT, 1867, s. 5.

Gray v. *West*, Q.B., 17 W. R. 497.
Craven v. *Smith*, Ex., 17 W. R. 710.

Notwithstanding the recent extensions of the jurisdiction of county courts, there are still several classes of actions which do not fall within that jurisdiction and which can only be brought in one of the superior courts. In consequence, however, of what appears to be an accidental omission, the section of the last County Courts Act (30 & 31 Vict. c. 142, s. 5), which regulates the rights of a successful plaintiff to costs, does not recognise any distinction between actions which can and those which cannot be brought in a county court. That section provides that if in *any* action a plaintiff shall not recover more than £20 in an action of contract or £10 in an action of tort he shall not be entitled to costs, "unless the judge certify on the record that there was sufficient reason for bringing such action in such superior court, or unless the Court or a judge at chambers shall by rule or order allow such costs." The wording of this section is wide enough to include all actions; but it has been doubted whether the Legislature intended to deprive successful plaintiffs of their costs in cases which could only be brought in a superior court.

This question has lately been decided in three cases. In *Gray* v. *West* the plaintiff recovered £10 in the Queen's Bench in an action of slander, which is one of the actions that cannot be brought in a county court. The judge refused to certify at the trial. The application was that the Court might "allow the plaintiff his costs."

The Court decided—first, that in those actions which cannot be brought in a county court, and when, consequently, the plaintiff has no choice of courts, there is nothing for the judge at the trial to certify. Such a certificate "is appropriate to express an option and reasonable election of the plaintiff to sue in the superior court, but appears quite inappropriate to a case in which the plaintiff had no option, but was compelled to sue in the superior court, or not sue at all." So far the decision is clear. The judge at the trial has only jurisdiction to certify when the action might have been brought in the county court. The Court decided, secondly, that the plaintiff ought to be allowed his costs, "as he has recovered an amount much beyond what would have entitled him to costs under the general law applicable to actions for slander in the superior court, and as he could not have sued elsewhere, he ought to be allowed his costs."

It will be seen that no general rule is laid down in this judgment as to the right to costs in actions which could not be brought in a county court. Suppose a verdict for £3 in an action of slander. Would that entitle the plaintiff to costs? The judgment in *Gray* v. *West* does not afford an answer to the question. The Court express "much doubt whether section 5 of 30 & 31 Vict. c. 142, was really intended to have any application to cases in which the county court had no jurisdiction." This point is not, however, decided, but is left in the same doubt as before; but the Court say that if the section does apply to such cases, then the Court may allow costs in cases "where it appears proper to make such allowance."

The result of the decision seems to be that the Court will exercise a discretion in the matter of refusing or allowing costs in these cases, but that there is no fixed rule on the subject. This, however, is not so stated in the judgment, although that meaning may perhaps be gathered from it. The question whether the old Acts as to costs, 43 Eliz. c. 6, 21 Jac. 1, c. 16, and 3 & 4 Vict. c. 24, still apply to actions not within the jurisdiction of the county court is not even alluded to in the judgment.

In *Craven* v. *Smith*, in the Court of Exchequer, the facts were very similar to those of *Gray* v.

West. It was an action of slander, and £5 were recovered by the plaintiff as damages. The under sheriff who tried the cause refused to certify, on the ground that he had no jurisdiction to do so, and Blackburn, J., at chambers, also refused to certify. The case was then brought before the Court. They decided, first, that section 5 of the Act includes an action of slander. It follows, of course, from this that the judge at the trial has power to certify in "any action" whether it can or cannot be brought in a county court, and so all the members of the Court seemed to think, and indeed Kelly, C.B., says, "I go further and say that when any action such as the present is tried, an action which, if tried at all, must be tried in one of the superior courts, there is an imperative duty on the judge to certify, unless some good cause to the contrary be shown." The Court then made absolute the rule to give the plaintiff his costs, on the ground that in cases which may be brought in the county court it is for the plaintiff who chooses to sue in a superior court, and recovers not more than £10, to show that he has good reason for coming into a superior court, but in the actions which cannot be brought in the county court it is for the defendant to show that the plaintiff ought not to have brought the action at all, and unless he does so, the plaintiff's costs will be allowed.

A third action, *Sampson* v. *Mackay* (17 W. R. 883), has been quite lately decided on the same point. The plaintiff there recovered £3 in an action of slander. It is said that the Court of Queen's held that section 5 of the County Courts Act applied to all actions (thus deciding what they had left in doubt in *Gray* v. *West*), and that it is a matter of discretion, under all the facts of the case, whether costs are or are not to be allowed. It does not appear whether the Court expressed any further opinion upon the question whether the judge at the trial could certify for costs when the action could not have been brought in the county court.

These three cases agree as to the ultimate right of a plaintiff to costs, but not on the question of the duty of the judge at the trial to certify in such cases. Again, *Gray* v. *West* leaves the meaning of section 5 doubtful, while *Craven* v. *Smith* and *Sampson* v. *Mackay* decide its meaning clearly.

The result, therefore, of these decisions is that the plaintiff in such cases is entitled to costs in the discretion of the Court, and this discretion will generally be exercised in his favour unless there is some reason to the contrary. The Courts are, however, not agreed as to the machinery by which these costs should be obtained, the Court of Queen's Bench, in *Gray* v. *West*, thinking that the judge at the trial cannot certify, while the Court of Exchequer is of opinion that he can. The question as to the application of the older Acts as to costs, left open by the decision in *Gray* v. *West*, is decided in *Craven* v. *Smith* and *Sampson* v. *Mackay*, which, by holding that section 5 applies to "any action," practically exclude the former Acts.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, July 15, 1869.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. J.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
1	0	0	5	26	10	20	14	37	22	7	18

VICE-CHANCELLOR JAMES.

July 15.—*Powell* v. *Elliot*; *Elliot* v. *Powell*.

His HONOUR, at the sitting of the Court, addressing Mr. Kay, Q.C., said he had seen and heard enough of the case to feel assured that he should not deliver judgment in it before the long vacation, and as it was inconvenient at the present period of the year to have a case occupying the Court to the exclusion of business generally, he suggested the expediency of an adjournment.

Kay, Q.C., promised to communicate with the counsel engaged, and later in the day it was arranged that the case should stand over in accordance with the Vice-Chancellor's suggestion. This Court is, therefore, relieved from what threatened to be a "block."

COURT OF BANKRUPTCY.

(Before Mr. Commissioner BACON.)

July 15.—*In re Wickens*.

Mr. Henry Wickens, solicitor, of 96, Palmerston-buildings, Old Broad-street, applied, by adjournment, for an order of discharge. Against debts and liabilities of £99,052, the assets were returned,—good debts, £566; doubtful, estimated at £6,455; and property surrendered to the assignees, £750.

Chidley, for the assignees, did not oppose.

Bagley opposed on behalf of Mr. Quilter, the official liquidator of the Aberaman Ironworks Company (Limited.)

The objection in this case was that the failure was attributable to rash and hazardous speculations on the part of the bankrupt. After stating the facts in that case, it was alleged that the bankrupt, being in possession of a large sum of money on behalf of the company, had intrusted £40,000 to Mr. Sarl, a financial agent, of whom he had no previous knowledge, for investment by him, on the stipulation that he should receive one-half of the profits to arise from the investments made by Mr. Sarl. But it appeared that Mr. Sarl, who was now also a bankrupt, denied the receipt of the money, and the whole sum had become loss to the company, although a decree had been made by Lord Cairns against the bankrupt for payment. The Court was asked, in accordance with the decision in the case of Mr. Griffiths, a solicitor, to annex a condition that the whole of Mr. Wickens's future income in excess of a sum to be named should be set apart for the benefit of his creditors.

Mr. Commissioner BACON, without calling on the bankrupt to make any statement, said this case was reduced to the narrowest possible point—namely, whether upon the facts stated he had any jurisdiction to refuse or suspend the order of discharge. Now, he could not conceive the slightest ground for such a doubt. A man in possession of £40,000, intrusted it to a financial agent to employ in the usual course of business, on the stipulation that the depositor should receive one-half of the profit. That was called rash and hazardous speculation, but there was an entire absence of proof that such was the case, and no ground existed for refusing the order of discharge The other point, in regard to setting aside a portion of the bankrupt's future income, did not arise at all. It was not for the Court to decide what rash and hazardous speculation was, but it was clear that the present could not be so considered.

His Honour then rose for the vacation.

WEST INDIAN INCUMBERED ESTATES COURT.

(8, Park-street, Westminster.)

(Before Mr. FLEMING, Q.C., and Mr. REGINALD J. CUST, Commissioners.)

June 9, July 7.—*Re Blair, Ex parte Roberts*.

West Indian estate—Lien of consignee.

On the sale of a West Indian estate the lien of the consignee will under ordinary circumstances have priority over a mortgage.

In this case two estates, called the Lambkin-hill Estate and the Bagnold's Spring Pen, had been sold by order of the Commissioners, the former for £780 and the latter for £138. The usual advertisements had been issued and the parties now attended for the final settlement of the schedule of incumbrances.

The first claim appearing on both the schedules was that of Mr. Roberts, the late consignee of the estates, who claimed the sum of £4,888—as the balance of his account with Mr. Geddes, the late owner, extending from 1850 to 1864, when Mr. Geddes died. This claim was opposed by Mrs. Blair, the only child and devisee of Mr. Geddes, and by the trustees of her marriage settlement, who claimed priority over the consignee in respect of a charge of £1,000, being the

balance of an old mortgage which had been assigned to them on Mrs. Blair's marriage.

As the purchase money of the estate was insufficient to satisfy either of the above claims the question of priority involved in effect the right to the whole fund in court after deducting the costs of the sale, and became the subject of a strenuous contest. The remaining facts, so far as they are material to the above question, will be found sufficiently stated in the judgment of the Commissioners.

Haynes, for Mrs. Blair and her trustees, disputed the claim of the consignee, and its priority over the charge of £1,000. He cited *Scott* v. *Nesbitt*, 14 Ves. 438; *Sayers* v. *Whitfield*, 1 Knapp. 133; *Farquharson* v. *Balfour*, 8 Sim. 210; *Shaw* v. *Simpson*, 1 Y. & C. C. C. 732; *Morrison* v. *Morrison*, 2 S. & G. 564; *Simond* v. *Hibbert*, 1 Rus. & Myl. 719; *Daniel* v. *Trotman*, 11 W. R. 717; *Fraser* v. *Burgess*, 13 Moo. P. C. 314; *Chambers* v. *Davidson*, 15 W. R. 534, L. R. 1 P. C. 296.

Archibald Smith, for Mr. Roberts the consignee, was not called upon.

July 7.—Mr. FLEMING, Chief Commissioner, delivered the judgment of the Commissioners as follows:—

The questions in this matter arise upon the settlement of the schedules of incumbrances relating to two estates in Jamaica called Lambkin-hill and Bagnold's Spring Pen.

Mr. Roberts, the petitioner, asks that his claim, which amounts to £4,888 2s. 5d., and greatly exceeds the amount for which the estates were sold, the sale having realised less than £1,000, may be placed on the schedule in priority to all other incumbrances. This is objected to by Mrs. Blair, the daughter of the late proprietor, and by her trustees, who claim to be entitled to a mortgage charge of £1,000 on the Lambkin-hill estate.

The grounds on which Mr. Roberts' claim is opposed are—first, that Mr. Roberts never was a consignee of the estate, or that if he were, he, by a special agreement with the late owner, released the lien to which he was entitled for the debt now claimed; and secondly, that, assuming him to have been a consignee, the mortgage charge of £1,000 now vested in the trustees has priority over his lien on the estate.

The first objection applies to both the estates; the second is applicable only to the Lambkin-hill estate, Bagnold's Spring Pen not having been subject to the mortgage for £1,000.

The Lambkin-hill estate formerly belonged to Mr. Geddes, the father of Mrs. Blair, subject to a mortgage for £2,250. On 4th October, 1849, Mr. Geddes paid off the mortgage, and for that purpose borrowed £1,000 from the trustees of his own marriage settlement on the security of a transfer of the old mortgage to that extent.

This sum of £1,000 advanced by the trustees was part of certain trust funds which were settled to the use of Mr. Geddes for life, with remainder to his child or children absolutely, and Mrs. Blair, as the only child of Mr. Geddes who obtained a vested interest in the settled funds, became absolutely entitled to them on attaining her majority in November, 1861, subject only to the life interest of her father.

Mr. Geddes by his will devised the Lambkin-hill and Bagnold's Spring Pen estates to trustees upon trust in effect for Mrs. Blair for life, with remainder to her children, and he died on the 28th of May, 1864. Upon the marriage of Mrs. Blair in August, 1865, the mortgage debt of £1,000 was assigned to trustees upon the usual trusts for the benefit of Mrs. Blair and her intended husband in succession, with remainder to their children.

The character in which Mr. Roberts, the petitioner, acted is clearly proved, not only by his own affidavit but by the affidavit of Mrs. Blair herself. Mr. Geddes, the father of Mrs. Blair, was, prior to 1850, a West Indian merchant residing in London, and Mr. Roberts, the petitioner, was then his clerk. In 1850 Mr. Geddes gave up his London business and went to reside permanently on his estate in Jamaica, and then Mr. Roberts succeeded to the London business and carried it on on his own account.

It appears further from the evidence that for several years Mr. Roberts acted in every respect as consignee of the estates. Mr. Geddes managed the estates himself, and consigned the produce to Mr. Roberts in the usual manner, drawing bills upon him and receiving from him supplies for the use of the estate, and the transactions were carried on upon the usual terms as to interest and commission. It is, however, insisted by the objectors that the receipt by Mr. Roberts of certain dividends to which Mr. Geddes was entitled under his marriage settlement, and an arrangement that the surplus of them should be applied in part satisfaction of the balance from time to time due to Mr. Roberts, and certain references to the arrangement that they should be so applied made in letters written by Mr. Roberts establish a special agreement between Mr. Geddes and Mr. Roberts, under which Mr. Roberts agreed, in consideration of the receipt of those dividends, to accept them as his security for the balances owing to him, and to forego all his rights or lien as a consignee of the estate.

It appears from Mr. Roberts' earlier accounts that the business between him and Mr. Geddes was at the commencement confined strictly to transactions between a West Indian proprietor and consignee, but that from 1852 Mr. Roberts transacted other business for Mr. Geddes, received these dividends and made other than consignee's payments on his behalf, still continuing to act and to perform all the duties of consignee. It also appears that the bills drawn by Mr. Geddes and honoured by Mr. Roberts, and the costs of the supplies furnished in the usual course of dealing as between proprietor and consignee, largely exceeded the value of the produce consigned, and that Mr. Geddes became deeply indebted to Mr. Roberts. The debt, which for the first few years varied from small sums up to £2,000, had by the close of the year 1857 swelled to the amount of £3,196, and at the end of 1860 it amounted to the sum of £4,487.

It is evident from the letters set forth in Mr. Roberts' affidavits that Mr. Geddes was at this period in a situation of great pecuniary embarrassment, and well aware that he was largely indebted to Mr. Roberts, and that he had not the means of paying the debt. From 1852 Mr. Roberts received by the direction of Mr. Geddes the annual dividends referred to, and which amounted to a sum of between £200 and £300 a-year, and after paying thereout the sums required by Mr. Geddes for his private affairs, was allowed to apply the surplus towards the discharge of the debt due to him.

The objectors insist that the receipt of those dividends by Mr. Roberts, and, after making the payments directed by Mr. Geddes, the application of the residue of them towards the discharge of the debt due to him, and the passages in his letters before referred to in reference to the arrangement that they should be so applied, establish the alleged special agreement under which Mr. Roberts consented to accept the dividends as the security for his debt, and to forego all his rights as the consignee of the estates. No direct evidence of the alleged agreement is brought forward, and I think the receipt of the dividends and the passages in the letters which are relied upon are wholly insufficient to establish the existence of any such arrangement. In fact, the character of consignee was filled by Mr. Roberts from 1850 up to the time of the death of Mr. Geddes, in 1864, and Mr. Roberts received and accounted for the dividends from 1852—that is, during the greater part of the time in which he acted as consignee.

It is clear from the correspondence and all the facts brought before us that Mr. Roberts desired to act and did act with great forbearance and consideration towards Mr. Geddes, and that he did not press him for the settlement of his debt; and I think that particular passages in Mr. Roberts' letters ought to be construed by the light which the surrounding circumstances throw upon them. Mr. Roberts also most distinctly negatives upon his oath the existence of any such agreement, and the facts before us are, in my opinion, wholly insufficient to establish it, or even to lead to an inference that any such arrangement was ever in the contemplation of either of the parties.

In support of this contention great stress was laid upon accounts handed by Mr. Roberts to Mr. Geddes, when that gentleman was in England in 1862, and which are accounts of payments and receipts in the years 1860 and 1862, and in which no balance was carried down as due to Mr. Roberts, but the circumstances under which those accounts were handed to Mr. Geddes are fully explained in Mr. Roberts' affidavit, and appear to remove any adverse inference which could be drawn from them, and although omitting to carry down a balance may support a presumption that a previous balance has been discharged, or that no balance is due, yet where a balance is admitted it cannot, in my opinion, afford evidence of an intention to alter the nature of the security for that balance.

It was also objected that Mr. Roberts was appointed consignee by a proprietor in possession and in the management of the estate, but under ordinary circumstances a consignee

must be appointed either by the proprietor or by some one acting as or on behalf of the proprietor, and the principle upon which the rights of a consignee mainly depend is that as his advances and supplies keep up the estate, his rights and lien are against the estate, and it would be impossible for London merchants transacting business as consignees to inquire into and become acquainted with the title of the West Indian proprietors with whom they deal, or with the incumbrances affecting their plantations. I therefore think that there is nothing in this objection, and that Mr. Roberts' title as consignee, and the rights which the character of consignee confer upon him, are untouched by any of the objections which have been urged.

The only remaining point to be considered is the claim to have the debt of £1,000 for which the mortgage was given placed upon the schedule of the Lambkin-hill Estate in priority to the debt due to the consignee. Although several points were urged to distinguish the present from an ordinary claim of a mortgagee to priority, I am unable to attach weight to any of them, or to distinguish the present mortgage from the common case of a mortgage upon West Indian property. Many cases were also cited in reality, although not avowedly, in support of the contention that the claim of a mortgagee has priority to the claim of a consignee. I do not, however, think it necessary in the present case to reopen that question. If I did, I should adhere to the opinion which I expressed in *Chambers* v. *Davidson* (9 Sol. J. 975), and having regard to the fact that from the beginning this Court has held the consignee entitled to priority over other incumbrances, and that for several years past the doctrine of this Court upon that point has been known, and the business in and in connection with the colonies subject to the jurisdiction of this Court conducted on the understanding that such is the law, I think that if that understanding is to be declared ill-founded it must be so declared by a Court of Appeal and not by this Court. A mortgage upon a sugar plantation, in truth, resembles an English mortgage merely in name and in form. The land forms only an item in the trade carried on. Whilst the returns from the sugar crop exceed the value of the supplies and costs of labour and management, the security of the plantation for a repayment of the mortgage money may be sufficient, but if from want of supplies or from other causes the cultivation be discontinued, the value of the land becomes most severely depreciated, and the depreciation increases by the length of time during which the land is out of cultivation. The land out of cultivation yields little or no profit.

The cultivation can only be maintained by supplies annually furnished, and in ordinary cases, owing to the position of West Indian proprietors, those supplies can be obtained solely by means of consignees, and the advances made by them form the staple by which the trade is carried on, and every one advancing money on the security of a sugar plantation must be aware, or must, I think, be assumed to be aware, of the nature of the transactions which are requisite to keep up the trade (*Sayers* v. *Whitfield*, 1 Knapp, 8, 149). I stated in *Chambers* v. *Davidson*, that even if I entertained doubt upon the point, I should deem it my duty to adhere to the law of this court as laid down before I presided in it, and not venture upon my own impression to overrule a principle long acted upon, and considered as law. I adhere to that view.

So far as this Court is concerned the present case appears to be governed by the case of *Re Greatheed, Ex parte Chapman* (Mr. Cust's book, p. 219).

The facts of the two cases are similar. In that case as in this the owner was in possession subject to family charges which were vested in the trustees of marriage settlements and to mortgages, and the lien of Mr. Chapman, the consignee, was held to have priority over the family charges as well as over the mortgages. The decision in favour of the consignee was not appealed from, but a similar lien having been claimed in the same matter, and against the same parties by a manager, and having been disallowed by Mr. Stonor, then Chief Commissioner, an appeal was carried to the Privy Council, which reversed his decision on that point, and established the lien of the manager in priority to the family charges as well as the mortgage.

The decision of the Privy Council appears to have been founded principally upon the general acquiescence of the parties entitled to the charges in the course of management from which the manager's claim arose, and for that purpose the acquiescence of the tenants for life of the charges was held sufficient to bind the interests of those in remainder.

In the present case Mr. Geddes was not only tenant in fee of the estate subject to the mortgage, but also tenant for life of the interest moneys due upon the mortgage, and Mrs. Blair, in whose interest the objections are made, was, subject to her father's life interest, absolutely entitled, on attaining her majority in November, 1861, to the mortgage, and she was perfectly aware that her father managed the property and employed Mr. Roberts as the consignee, and must, I think, have known that her father was in pecuniary difficulties; and although Mr. James Geddes, one of the trustees, in his affidavit denies that he was acquainted with the fact that Mr. Roberts acted as consignee, he admits that it was fully known to him that Mr. Geddes was in possession, and in the actual management of the Lambkin-hill estate, and that Mr. Roberts succeeded to Mr. Geddes' business as a West Indian merchant in London when that gentleman settled in Jamaica in 1850, and that Mr. Roberts carried on large business transactions with him; and I must assume that Mr. James Geddes was fully aware of the manner in which West Indian plantations are managed, and that it was necessary to have a consignee, and that a consignee was employed, and that without such employment, and without the aid of the advances and supplies furnished by him, the business of the estate could not be carried on, and considering that Mr. James Geddes was the brother of the late Mr. Geddes, I think he must have been aware that he was in embarrassed circumstances, and if, with such knowledge, he and his co-trustee and Mrs. Blair allowed Mr. Geddes to continue the management of the estate, and took no steps to obtain possession of it upon their legal title, or to enforce the payment of the mortgage money, but allowed persons dealing with Mr. Geddes to deal with him on the assumption that he had full power to manage the estate, and to obtain the advances and supplies required in such management, I think I cannot now allow them to turn round upon the consignee and dispute the priority of his lien. The maintenance of the plantation, at least the maintenance of it in cultivation up to the death of Mr. Geddes in 1864, was due to those advances and supplies; and it appears to me that it would be inequitable to allow those who must have known that such advances and supplies were in the course of being made, and who did not attempt to disturb or interfere with Mr. Geddes' management, to deny the right, on the faith of which the advances were made, or to insist upon a claim which was allowed to slumber whilst the consignee furnished the means by which the business of the estate was carried on. I therefore think the consignee entitled to priority.

I believe that only one other point was urged upon us in support of the claim for priority made on behalf of the mortgagee. Mr. Roberts, in his correspondence with Mrs. Blair after the death of her father, spoke of the mortgage as a then subsisting security; such, no doubt, it was, and if the estate had realised a sufficient sum to pay the consignee's charge and the £1,000, the £1,000 would, no doubt, have been paid. The priority and not the validity of the mortgage is in question.

With respect to the costs it is the practice of this Court, and as a general rule it has been found beneficial to encourage the owners of estates to attend the proceedings in order to assist the Commissioners in checking as far as possible the claims of consignees, mortgagees, and other incumbrancers, and, where no factious or unnecessary opposition is made, the costs of such attendance are, as a rule, paid out of the estate. The objections filed in the present case are substantially on behalf of Mrs. Blair, the owner, and although I have found myself compelled to disallow them, I think the case was a proper one for inquiry, and I shall therefore order the costs of all parties to be paid out of the funds in court.

My learned colleague concurs in this judgment.

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

July 13.—*Gionta* v. *Fraser.*

The defendant, an officer of the Camberwell Vestry, having charge of an open space for public recreation, removed the truck of the plaintiff (an itinerant dealer) from the ground and took

it to the police green-yard, where money was charged for its release.

Held, that the officer had no right to do more than remove the truck from the ground belonging to the parish, and that he was liable in damages for all that was done after such removal, including repayment of the money charged for the release.

This was an action brought for the purpose of settling a dispute between certain itinerant vendors of fruit, &c., at Peckham Rye, and the vestry of the parish of Camberwell. It appeared that the parish having recently purchased all manorial rights over the land in question, proceeded to make and enforce certain rules for the preservation of order thereon. One of the rules was that all itinerant vendors should be confined to a certain allotted space so as not to interfere with the public use of the ground for various sports. The plaintiff refused to obey this rule, and insisted on vending his goods on any part of the common he chose. The defendant, after frequent remonstrance, at length removed the plaintiff's truck from the ground to a green-yard, kept under the authority of the police. The keeper of the green-yard refused to give up the truck without his fees, and it consequently remained three or four days, during which time the contents were spoiled. Pending the proceedings the defendant applied to Mr. Baron Martin, at chambers, for a writ of prohibition to restrain Mr. Pitt Taylor from hearing the cause, on the ground that the title to the common was in question, and, therefore, the cause ought to be tried in a superior court. The learned judge, however, refused to allow the writ to issue, on the plaintiff admitting the right of the defendant to remove the truck and undertaking to proceed with the action for excess of duty only.

After evidence, which was substantially the same on both sides except as to the value of the goods,

Ryalls, for the defendant, contended that there had been no excess of duty. The right of removal being admitted, all that was necessary to be done in the exercise of that right the defendant was entitled to do. The mere removal from the common was not enough, for if the defendant had stopped at that point he must have deposited the truck on the highway; and had he done so he would have rendered himself liable to a penalty of forty shillings under the Metropolitan Police Act (2 & 3 Vict. c. 47, s. 55). He was therefore bound to take the truck to some place of safety.

Mr. Pitt Taylor said the defendant had two remedies against the plaintiff for his misbehaviour. He could have issued a summons in this court for trespass, and, if the case had been proved, he (the learned judge) would have given damages to show that these vendors were simply there on sufferance and on condition that they obeyed the rules laid down by the vestry, who were acting in the interest of the public and not for the purpose of oppressing these poor people, who sought to pick up a living on the common. If the small damages which he should have thought it his duty to give had not the desired effect, he would, on a second case being brought before him, have inflicted such a penalty as would effectually have put a stop to these people's misconduct. The second remedy was for the defendant to take the law into his own hands, and remove the plaintiff and his goods. He had chosen the latter remedy, but he had not stopped when he had done enough for his purpose, but had proceeded to place the goods where the plaintiff could not recover them without paying money. All damage by the removal from the common the plaintiff could not recover for, as no more violence than necessary was used. The judgment would therefore be for the plaintiff for £1, the value he should put upon the goods spoiled, and the 2s. 6d. he was compelled to pay to recover his truck. With regard to costs, the defendant had put the plaintiff to some expense in an altogether unnecessary application for a writ of prohibition, and had also caused a delay in the hearing of the cause; the costs of plaintiff and his witnesses must therefore be allowed.

Swansea.

(Before T. Falconer, Esq., Judge.)

Nelson v. *Richards, Power, & Co.*

Demurrage—Duty of consignees to unload promptly.

Mr. Falconer said—The judgment which I gave in this case has, on appeal to the Court of Queen's Bench, been ordered to be set aside. At first I thought the case was too hastily prepared. This arose from a rule of the courts, that the appeal case shall be drawn up by the parties and settled, in case of dispute, by the judge; and also to an absurd provision, which interferes with a prudent delay, namely, that the case shall be signed in open court. So that if I do not sign the case in one week of a month, I cannot sign it until four weeks afterwards.

The facts were simply these:—A ship, the *Rivulet*, arrived here on the 2nd of October, at eight o'clock on Friday morning, laden with calamine or oxide of zinc. She was not discharged until Saturday, the 17th of October. She might have been discharged in six days if her discharge had commenced on her arrival, but seven other vessels, laden with zinc ore for the same consignee as the consignee of the *Rivulet*, had arrived in port before the *Rivulet*, and four of the seven arrived the same day. The "unloading," in the terms of the charter, party, was to be "through the charterer's agency at Swansea as expeditiously as the custom of the port would allow," for which special arrangements were made. The ore was unloaded into barges, and the distance they had to traverse was about three miles, and through locks. So far as this mode of discharge was carried on it was accomplished expeditiously and with as much despatch as this mode of discharge permitted, and so far "unloaded" with all reasonable despatch. But this despach related only to the unloading—that is, the taking of the ore out of the vessel. The claim for demurrage depended on the delay preceding the unloading—that is, whether *this* delay was excusable or not? The consignees took the vessels in turn, and employed as many barges as they could get. One question I stated for my decision was, "Whether, on the construction of the charter-party, in connection with the facts proved, there was any exceptional limitation of the general undertaking to discharge the cargo expeditiously by ordinary means, and at any usual place in the port, irrespective of the convenience of the consignees to receive it on distant premises, or through the aid of barges—that is, on the premises of the ultimate receiver or intended receiver of the cargo." I also stated this further question as being before me, namely, "Whether or not the cargo could have been discharged within the port, within the time the discharge of the cargo was actually made, so soon after the vessel was ready to discharge." The inferences I drew were, "That the cargo ought to have been unloaded within the time allowed for by the plaintiff (which was the actual time occupied in unloading), which was a reasonable time, and that there was not sufficient excuse shown to justify the delay on the part of the defendants"—that is, that the commencement of the discharge was not within a reasonable time; and I might have added, within a period of time when the discharge within the port was practicable, if this fact had been disputed.

The minute of the argument of the case which I have received is as follows:—"The Court quite agreed with the main proposition of the learned county court judge, that a man who contracts to do a thing must answer for not doing it, unless he had protected himself by a clause in the contract. But they said the mistake is in supposing that defendant did contract as supposed. They dwelt on the difference between contracting to supply a cargo and contracting to unload. The former is absolute, the latter is subject to contingencies, and in this case was subject to the contingencies of the port being crowded. The thing to be done in both cases is to be done in a reasonable time: but here that must be taken as reasonable having regard to the state of the port. They pressed the point that plaintiff must contend that defendant undertook that the port should be clear. *Ford* v. *Colesworth*, 28 L. J. Q. B. 52, was a good deal insisted on. Mr. Shield argued that as plaintiff undoubtedly was ready to do his part of the unloading, that differed our case from *Ford* v. *Colesworth*, and made defendants' contract to unload, as absolute as was the contract in *Kearon* v. *Pearson* (10 W. R. 12) and *Adams* v. *Royal Mail* (7 W. R. 9), so that defendants' duty was to unload within a reasonable time under ordinary circumstances, which he had not done. If he wanted to escape the consequences of delay on the ground of extraordinary pressure in the port he ought to have protected himself by a clause with that intent: but they said the contract was subject to the state of the port, and the finding was that the port had been cleared with all reasonable despatch, so that they could not hold that defendant had broken any contract. Defendants also relied on *Rodgers* v. *Forrester* (2 Camp 483).

The following is a note of Mr. Justice Lush's judgment for defendant:—"Bound to unload in reasonable time.

Reasonable time must be with reference to certain contingencies—with reference to the state of the port. It is found that the unloading took place with all reasonable despatch. The charterer could not be taken to have contracted that the port should be free. I think *Adams* v. *Royal Mail* and *Kearon* v. *Pearson* do not apply. Mr. Justice Hayes: Same opinion."

It was not debated before me whether the state of the port precluded the early discharge of the cargo at some usual place of discharge. I had no doubt the state of the port permitted the early discharge of the cargo, and that therefore, however inconvenient it might have been to the consignees, in consequence of the sudden arrival of so many vessels to the same consignees, not to have made the unloading through barges, the discharge could have been made earlier. It was not alleged that the port was not clear, or that the discharge of the vessels could not have been effected in the ordinary manner in the port without the delay which occurred. I cannot controvert the decision given by the Court above on the grounds mentioned in the minute, but with the most dutiful sense of submissiveness to an authority which I am bound implicitly to obey, judgment has been given in the court above on a view of facts different from that before me. I was certainly wrong in entertaining one opinion and in one conclusion in this case, if the rule is that the consignee of several vessels is only bound to discharge them in turns using reasonable despatch as he receives the cargoes, and that the costs of demurrage so occasioned are to be borne by the owners of the vessels delayed and ready to discharge. I had thought that if the master of the vessel was ready and prepared to discharge, the consignees should be ready to receive, in the absence of any provision to excuse delay. The special facts of the case were, that the discharge of the vessels in turn was made into barges, and there was no evidence to show that the consignees were precluded by the state of the harbour from discharging the *Rivulet* at once, in the usual manner, at some wharf.

TOWCESTER.

(Before F. E. MCTAGGART, Esq)

July 5.—*Ayres* v *Arnold.*

The executor is liable, to an extent proportionate to the rank of the deceased, to recoup a person who has, though at the request of the executor incurred a liability for burying the deceased, but the executor's liabrlity does not arise until such person has actually paid.

Mr. MCTAGGART in delivering his reserved judgment said—In this case the plaintiff had been housekeeper to Joseph Arnold. He made his will, dated May 7th, 1869, appointing one Joseph Gaybell executor, and leaving all his property to the plaintiff. The will was not executed in the presence of witnesses as required by 1 Vict. c 26, but was sent after execution to two persons residing at a distance from the testator, who then attested the will. The result of this strange irregularity was, of course, that in law there was no will and no executor: so that any person intermeddling with the effects would be an executor *de son tort*, and not a mere trespasser. The plaintiff, upon the death of the testator, gave orders for the funeral, which orders were carried out. The testator's son, afterwards learning that the will was invalid, took possession of and intermeddled with the testator's effects to an extent which I held made him an executor *de son tort*. The plaintiff then sued him for wages, which she alleged were owing to her from the testator at the time of his death, and for the funeral expenses in question, for which the undertaker has recovered judgment against her in this court, although nothing has yet been paid under the judgment. I was of opinion at the trial, that her claim for the wages failed, on the ground that she had not succeeded in proving it.

The funeral expenses were proved to have been incurred; and the liability of the defendant for them (which would be the same as that of a rightful executor) depends upon one or two points which it may be worth while to notice. The doctrine, which must now be held to be established, that an executor who gives no orders for the funeral of the testator, and who has assets sufficient for that purpose, is liable (*personally*—see *Corner* v. *Shew*, 3 M. & W. 350) to any one who, even without the executors knowledge, furnishes the funeral, up to an amount suitable to the testator's degree and circumstances—is a doctrine which it is certainly difficult to reconcile with the principles of the common law. In fact, the earliest dictum upon the point—that of Lord Holt, in *Ashton* v. *Sherman* (Holt, 309) is directly the other way. "If A. employs B. to work for C., without warrant from C., A. is liable to pay for it: an executor is not liable to pay for funeral expenses unless he contracts for them." But in more recent cases the Courts of common law have held that an implied contract on the part of the executor to pay for funeral expenses incurred under these circumstances arises from the obligation imposed upon him by law with reference to his character and the estate of the deceased. In *Rogers* v. *Price* (3 Y. & Jerv. 28) the judgment was put mainly on that ground; though it was also put by Vaughan, B. (as by Lord Ellenborough in the previous Nisi Prius case of *Tugwell* v. *Heyman*, 3 Camp. 298), on the ground of necessity. It has been held, similarly, that a husband is liable for the expenses incurred in burying his wife, during his absence by a third party (*Jenkins* v. *Tucker* 1 H. Bl. 90; *Ambrose* v. *Kerrison*, 10 C. B. 776). But these decisions, like the decision that a husband who wrongfully turns away his wife without giving her a sufficient allowance is liable to a person who supplies her with necessaries, seem to be based rather on considerations of equity and necessity, notwithstanding Lord Mansfield's observations upon the last of these doctrines, in *Ozard* v. *Darnford* (1 Selw N. P.), than on any clear principle of law. It is difficult to see how any *implied* authority or promise to pay to a third party arises from the mere neglect of the obligation of the executor towards his testator, or of the husband towards his wife. The obligation of each is one for the non-performance of which he may be visited in some shape or other by the law: but, as was urged by the late Mr. Justice Maule (then at the bar), in his very able argument in *Rogers* v. *Price*, it does not follow that the neglect of even a legal duty makes the person neglecting it liable, on an implied promise, to reimburse a third party who gratuitously intervenes and performs that duty for him. Reliance was placed by the Court, in giving judgment in *Rogers* v. *Price*, upon the case of *Simmons* v. *Wilmott* (3 Esp. 91), in which parish officers were held liable for the expenses incurred by a private person, not a parishioner, in taking care of a casual pauper for whom the officers were bound to provide. But, in the first place, it is doubtful whether the duty of an executor to bury the testator, though no doubt an *urgent* duty is not rather in the nature of a trust than of a positive legal obligation, like the obligation of parish officers: and, secondly, whether even the doctrine of a positive legal obligation renders the party bound liable, *on an implied promise*, to those who voluntarily, and not by compulsion of law, undertake that to which he is legally compellable, is not against the rules of law with respect to implied promises, which are fully laid down in the notes to *Lampleigh* v. *Braithwaite* (1 Sm. L. C. 118). Take the case of a railway company, bound by statute to maintain sufficient fences along their railway. Could it be contended that their neglect to keep the fences in repair would raise an implied promise on their part to pay for the expenses voluntarily incurred by some one else, not even damaged by the neglect, in repairing them? However, the doctrine that an executor is liable under these circumstances is one which, though it has been much questioned (especially by the Court of Exchequer, in *Corner* v. *Shew*), has never been expressly overruled, and must be held to be law; and my remarks have not been made with a view of questioning the equity and expediency of the doctrine, but only for the purpose of showing what is its nature and probable origin, and that, though it is now a rule of law, it cannot be said to rest upon a strictly legal foundation. An observation was made by the Court in *Brice* v. *Wilson* (3 Nev. & M. 512) which is material to the present case, namely, that "there is no case which goes the length of deciding that if the funeral be ordered by another person, to whom credit is given the executor is liable." But in the subsequent case of *Green* v. *Salmon* (8 A. and E. 348), Patteson, J., says, "The judgment in *Brice* v. *Wilson* probably means that the executor, when credit has been given to another, is not liable *to the undertaker*. If it lays down more, the law stated is extra-judicial." And that is the view taken in Williams on Executors (part iv., book 2, chap. 2), namely, that if the person to whom credit is given pays the undertaker, such person may have an action against the executor for reasonable expenses.

Now in the present case it was admitted that the funeral had been supplied on the credit of the plaintiff; and the question therefore is whether she is in a position to sue the defendant for money paid to his use at his (implied) request. I consider that she is not entitled to do so until she has actually paid the money due from her under the judgment

obtained against her in respect of the expenses in question. Her mere liability to pay them is not sufficient to give her a right to sue; she has therefore brought her action prematurely, and I must direct a nonsuit, unless the parties come to some arrangment.

APPOINTMENTS.

Mr. Charles Berkeley Margetts, solicitor (Margetts & Son), of Huntingdon, has been appointed coroner for the Hurstingstone division of the county, in the room of his father, Mr. Charles Margetts, who has resigned. Mr. C. B. Margetts was certificated as an attorney in Trinity Term, 1862, and has for some years acted as deputy coroner to his father.

Mr. William D'Alton, solicitor, of Dublin and Limerick, has been appointed Clerk of the Crown for King's County, Ireland, which office was rendered vacant by the death of Mr. Joseph Lyons, who held it since 1865.

Mr. James Davison Wadham, solicitor and Undersheriff of Bristol, will perform the duties of High Sheriff of that city for the remainder of the year, in consequence of the demise of Mr. Robert Phippen, High Sheriff. Mr. Wadham was certificated in Easter Term, 1848, and also holds the office of Deputy Clerk of the Peace for Bristol.

Mr. John Postlethwaite Cartwright, solicitor, of Chester, has been appointed by the Right Hon. Sir R. J. Phillimore, Judge of the Court of Admiralty, to be a standing Commissioner for taking bail, and also a Commissioner to administer oaths, in cases depending in the said court. Mr. Cartwright was certificated as an attorney in Trinity Term, 1861, and is a Commissioner for taking affidavits in the common law courts.

Mr. Richard Davies Hanson, late Chief Justice of the colony of South Australia, was knighted by her Majesty on the 9th of July. Sir Richard Hanson was appointed acting Advocate-General of South Australia in 1851, and was confirmed in that appointment in 1853. He became Attorney-General in 1856, and was promoted to be Chief Justice in 1861; in the following year he was nominated Judge of the Vice-Admiralty Court of that colony. Sir Richard Hanson has only recently retired from the colonial bench.

Mr. R. Joseph Heron, Town Clerk of Manchester, received the honour of knighthood from her Majesty on the 9th of July, in recognition of his services to the municipality with which he has been connected for so many years. Sir Joseph Heron took out his certificate as a solicitor in Hilary Term, 1830, and is a member of the Manchester Law Association.

GENERAL CORRESPONDENCE.

Classification of the Statutes.

Sir,—I am glad that you devoted an article on Saturday last to the subject of the "Classification of the Statutes," and am sure that although the views which I have expressed upon the subject, and which served as a text for your remarks, do not meet with your entire concurrence, you will allow me to say a few words upon the objections which you state to such a classification as I propose.

(1.) You truly say that many Acts which ought by no means to be forgotten, such as the Act against the Provost of Edinburgh in 1737, would be omitted from such an edition as I advocate of "Public General English" Statutes. But I by no means propose to burn, or in any way render less accessible, the whole body of old statutes, whether in force or no. This magnificent series of State papers should always, as now, enrich the shelves of all great libraries. What I ask is that out of this series of records there should be officially selected such Acts as are really contributions to the body of our laws, as opposed to those which are merely landmarks of history. It is, for instance, very interesting to trace the history of the law of bankruptcy in a full edition of the statutes at large; but this is no reason why an authoritative law book should not exist containing the law of bankruptcy actually in force, and not a word more about it.

(2.) You admit that my proposed sub-division of the "Public General" Statutes "may be convenient for the English lawyer"; but you proceed to say that it would be insufficient. I propose that the English lawyer should be relieved of Acts which have no operation except in Scotland, Ireland, and the colonies. You suggest that, upon my principles, the "English statutes" should again be broken up into a "common law" and "equity" series. But surely because I wish to sub-divide I am not obliged to sub-divide *ad infinitum*. If equity and common law were distinct bodies of law I would certainly propose to have a body of equitable and a body of common law statutes, but fortunately we are not quite in such evil case as this. This objection, if it is seriously urged, is, however, answered by what I say as to digesting the body of statute law as soon as we have ascertained what laws they are which we wish to digest.

(3.) Your remarks upon the methods of citation I do not quite understand. I should, of course, propose to refer to the statutes by book, title, and chapter, only after they had been digested and consolidated; and after they have undergone these processes the date of their original enactment will be wholly immaterial. New statutes must still be cited by reference to the time of passing, and I should prefer to do this, as is done in India, by talking of Act 10 of 1869 instead of 32 & 33 Vict. c. 10.

Perhaps you will allow me to state in a few words, for the information of your readers who have not seen my address to the Law Amendment Society, what is the classification which I propose.

I distinguish "public" Acts from "private," in that the former are passed for public objects and at the public expense.

I subdivide public Acts into "public special," under which come all Acts which, though passed for state purposes, are limited in their operation, in point of person, place, or time; and "public general," which alone I consider to be true laws.

The "public general" I break up, as already stated, into four series, according to the sphere of their operation. The result being that the English lawyer would get all the Acts, for 1868, for instance, which primarily concern him, in a volume of 318 instead of 1,150 pages.

I will not trouble you with any recapitulation upon digesting and the other processes which should follow upon a re-classification of the statutes. One step at a time in such reforms is all that can be hoped for.

Temple, July 14, 1869. T. E. Holland.

Consecration of Churchyards Act (1867).

Sir,—Will some of your readers give their opinion whether a grant under the 5th section of the "Consecration of Churchyards Act," 30 & 31 Vict. c. 133, should be enrolled in Chancery? A. B. C.

July 15.

Dundonald *v.* Masterman.

Sir,—On perusing your last number of the *Solicitors' Journal*, under the head of "Liability of Solicitors," I perceive you refer to the above case. I unfortunately was one of the defendants. Your remarks are incorrect. The money for which I with the other defendant was held liable was a sum of £5,756 odd, remitted by a bill of exchange at six months to the *order* of the *Countess of Dundonald* and *the defendant* W. C. Brutton. That bill was discounted by the said defendant (B.) at his private bank, and he misapplied some of the proceeds. I, with my other partner Masterman, are liable: *so says equity!*

You will see a report in the last number of the *Law Reports*, but even there it does not appear that the bill was drawn to the *order* of Brutton as well as the Countess.

For the sake of the profession these cases ought to be reported correctly. J. M. Upfill.

8, Pancras-lane, Bucklersbury, July 14.

[The report 17 W. R. 548, states that the bill of exchange was *indorsed to* Lady Dundonald and Brutton, and it appears that the Vice-Chancellor in his judgment described it in the same terms. This, however, was not literally correct, the bill being, as Mr. Upfill says, *drawn to the order of* those persons. This misdescription, however, does not in the remotest degree affect the *ratio decidendi* of the Vice-Chancellor in holding that Brutton, in receiving the proceeds of the bill, received them as one of the firm, and that the firm were consequently responsible for his misapplication. In the article to which Mr. Upfill refers the bill was, for the sake of brevity, described as "endorsed

to" Brutton, omitting mention of Lady Dundonald, but this literal inaccuracy also has no bearing on the *ratio decidendi*.

The Vice-Chancellor decided the case, as we understand him, on the ground that Brutton was all along acting in the matter on behalf of the firm, and in support of his view that Brutton received the proceeds of the bill as one of the firm, his Honour referred to the fact that in the firm's bill of costs were charged various items relating to this bill and its proceeds.—ED. S. J.]

THE SPECIAL BAILS BILL.

Sir,—As a specimen of the esteem in which the profession is held. I beg to call your attention to what is reported to have been uttered by the Lord High Chancellor of Great Britain on the occasion of moving the second reading of the bill.

His Lordship is reported to have said that by an old Act of Parliament (alluding, no doubt, to the 4 W. & M. c. 4) no person was allowed to take special bail in the country who was an attorney or solicitor, but that now it was not worth any person's while to take the office who was not an attorney or solicitor, and the object of the bill was to enable attorneys and solicitors to take special bail.

In other words, now that the office and duties of commissioners for taking special bail was utterly worthless in a pecuniary sense, it is discovered that they are eligible to fill the office.

Is any comment necessary?

I abstain from making any. I leave you to deal with the subject as you deem right.

I enclose my card, but not for publication.

S. J. H.

[We do not understand the Lord Chancellor's words as conveying any intimation that his Lordship held attorneys and solicitors in light esteem. The matter is simply this: the Act of W. & M. forbid the making attorneys or solicitors commissioners to take special bail in the country, and it turns out (as special bail is not over frequent) to be not worth laymen's while to undertake the office. Therefore, Lord Hatherley says, "let us permit the attorneys and solicitors to do it," which involves no contempt of them for this obvious reason, that it may be worth the while of lawyers to undertake a legal office which laymen do not care for.—ED. S.J.]

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 9.—The *Irish Church Bill* was considered on the report of the amendments in committee.

July 12.—The *Irish Church Bill* was considered on amendments brought in upon the motion for the third reading. The bill was then read a third time and passed.

The *New Parishes and Church Building Acts Amendment Bill* passed through committee.

July 13.—*Compulsory Education of Children.*—A bill by the Marquis Townshend was thrown out, on the motion for second reading, without a division.

Baby-Farming.—The Marquis Townshend withdrew a bill he had introduced.

The *Bishops' Resignation Bill.*—The Archbishop of Canterbury, in moving the second reading, said the bill consisted of two parts—one relating to the resignation of bishops, and the other to an amendment of the 6 & 7 Vict. c. 62. The first part provided that the revenues of the see should be employed at once for the benefit of a retiring biship and his successor, it having been found impossible to obtain any income for a retiring bishop from any other source; and though temporary inconvenience might arise from the division of the revenues between the retiring bishop and the bishop exercising full jurisdiction, it would not be so great as that which attended the absence of any provision for resignations. The second part of the bill followed as nearly as posible the precedent of the former Act, applying compulsory powers in cases of mental incapacity. Under that Act a commission might issue in such cases, and on the report of the commission another bishop holding a see in England and Wales was appointed to administer the diocese. Such a bishop being fully occupied with the duties of his own diocese, the Act provided that a fifth part of the revenue should be applied to him in order to meet the new expenses which he would incur; but it was undesirable to impose the charge of a second diocese on a prelate who had already quite enough to do. This it was now endeavoured to meet by providing that, instead of a person who already had a see in England and Wales being intrusted with the charge of a second diocese, a bishop coadjutor should be appointed, with the right of succession at the next vacancy. There were various clauses for securing this, which their lordships would no doubt consider carefully in committee, and, having regard to the inconveniences arising from the present state of things—inconveniences felt by none more keenly than by those charged with the administration of the several dioceses, he hoped their lordships would give the Bill a second reading.

Earl Nelson regretted that the bill proposed to leave the episcopal residence to the retiring bishop. It being clear that a mentally incapacitated bishop was less able to perform his duties than one who voluntarily resigned, he could not see why the former should have a much larger income than the latter, nor why a coadjutor bishop, who would have exactly the same duties as the successor to a retiring bishop, should only have two-thirds of the income. Another anomaly in the bill was that whereas a bishop's capacity was to be determined by the archbishop and two of the bishops of the province, two bishops were, in the case of an archbishop, to state in writing whether they considered him incapacitated. It was proposed, too, that his coadjutor should be nominated by the Crown from among the bishops of his province; but, as he understood the bill, the bishop so nominated would retain the charge of his present diocese as well as that of the archbishopric.

The Archbishop of York said it was not necessary that the House should be occupied by the bishop resigning, and this would be left to arrangement. He admitted the inconvenience which had been pointed out with regard to income, but a bishop subjected to compulsory retirement was entitled to some consideration. As to archbishops, the only difference in their case was the substitution of another bishop to take the place of the archbishop, and constitute a court of three persons. He believed that on examination the bill would be found the best practicable remedy for the sad condition of things which was at present unprovided for.

The Duke of Cleveland thought the bill made very fair provision for retiring bishops, but doubted whether it went far enough, so as to meet the case of bishops who from their advanced period of life, though not mentally incapacitated, were incapable of performing their duties.

The Bishop of London said there might in the lapse of centuries be an occasional case which the bill would not meet, but on the whole he believed it would be found sufficient.

The Duke of Somerset hoped there would be an amendment in the third clause, which would make the same provisions apply to physical as to mental incapacity.

The Earl of Carnarvon thought the bill made an unsatisfactory contrast between the position of the retiring bishop, and that of the coadjutor. In the case of a bishop not taking the initiative the bill shadowed out rather than detailed the course which was to be adopted, and pointed to the establishment of some tribunal the constitution and functions of which were not explained. Such a court would hardly be a satisfactory one unless it contained a lay and legal element competent to determine with precision the difficult question of mental capacity. One of the anomalies of the bill was that in the case of an archbishop the tribunal would not be the same.

Earl Powis thought it was undesirable that the burden of the retiring allowance of a bishop who was incapacitated should be thrown upon his successor. With regard to bishops retiring on account on age, as in the case of the Civil Service, he thought there ought to be some limit as to the age at which applications to retire should be entertained—say, only from 65 to 70 years. With respect to the provision for investigating cases of alleged lunacy against a bishop, it would be better that, as a bishop was a public officer, on a representation being made to her Majesty, her Majesty should direct the Lunacy Commissioners to conduct a formal inquiry. The part of clause 11 which related to archbishops and their coadjutors required some consideration.

Lord Cairns wished to make a suggestion in regard to

the amendment of the bill. The third clause pointed out the steps by which a coadjutor bishop was to be appointed. Their Lordships' attention had been already called to the fact that it applied merely to the case of mental incapacity. But there was another objection to the clause as it now stood. It contemplated proceedings of a somewhat judicial character; and there was this great anomaly, that the archbishop, who was to be the principal judge, was also the person who put the whole judicial proceeding in motion. The archbishop was to be, he would not say the prosecutor, but the mover in setting the inquiry on foot. That was open to grave objection, and what he would suggest was that a great improvement of the bill might be effected by providing that upon a representation being made to the archbishop, emanating from the dean and chapter, who were the guardians of the spiritualities, the archbishop should then call to his aid the two bishops, as the clause provided, and should hold an inquiry for the purpose of investigating the truth of the representation so made. In regard to the appointment of a coadjutor, the position of an archbishop was, he thought, very different from that of a bishop; and in his opinion nothing would be more unwise than appointing under an archbishop a coadjutor, who, from the necessity of the case, was not likely to have the experience that was required in a person appointed to such an office.

The Lord Chancellor said that it should be borne in mind that this was in every respect a voluntary bill. It was not intended to effect by any compulsory procedure whatever the resignation of any bishop. If a man was absolutely incapable of having a will, evidence as to his supposed mental incapacity was to be submitted to one of the Secretaries of State, he supposed the Home Secretary, and then it remained for the Crown to make or not to make the appointment of a coadjutor as it should think fit. Under such circumstances there could not be any contemplation of doubtful cases, or such as involved serious difficulty in investigation. As the bill had for its object simply to provide for the discharge of necessary duties in the one case at the desire of the bishop, and in the other where there was a clear case of incapacity, it seemed to him very desirable.

The Archbishop of Canterbury said the various suggestions made should be taken into serious consideration before committee. It had been said that the Dean and Chapter, being regarded as the guardians of the spiritualities, were the proper persons to make the representation. But the Dean and Chapter were not to be regarded as the guardians of the spiritualities except in the case of archbishops' sees. The Archbishop was the guardian of the spiritualities in other cases, and therefore this bill, as regarded physical incapacity, followed the precedent of 6 & 7 Vict. c. 62. He himself thought there was an incongruity in a bishop appointed coadjutor exercising metropolitan jurisdiction, and a provision to remedy that would be introduced in committee. He trusted that it was only the first part of the bill that would really have to be put into operation, and he could not but believe that as soon as the Houses of Parliament should have provided proper means to enable afflicted bishops to retire there would be no hesitation on the part of the persons incapacitated from availing themselves of the arrangements which should be made.

The bill was then read a second time.

The *Court of Common Pleas (County Palatine of Lancaster) Bill* passed through committee.

The *Municipal Franchise Bill*, with amendments, passed through committee.

The *Charity Commissioners Bill* was read a second time.

The Lord Chancellor said its object was to remove some difficulties which had occurred in the administration of charitable trusts in consequence of certain formalities which were required to be observed, and which, while not serving any useful purpose, gave rise to serious inconvenience. The bill in all the earlier parts of it dealt with the removal of difficulties of that description. The ninth clause empowered the Commissioners to authorise those administering any charity to employ competent persons to frame a scheme or make inquiries under the Charitable Trusts Acts, 1853 to 1869, and to pay those so employed. The tenth clause provided that a petition to the Court of Chancery under the 8th section of the Charitable Trusts Act (1860) must be presented in all cases by the same persons only as the existing law provided in the case of charities of which the annual income did not exceed £50—namely, the Attorney-General and the trustees managing a trust. It might be a question for discussion in committee whether a simple majority instead of two-thirds of the trustees administering a charity should be able to decide on the sale or exchange of any property held by them in trust. Other clauses facilitated the placing of charities under the commissioners, for the jealousy with which these functionaries were originally regarded had recently disappeared, and all classes, including the representatives of Dissenting bodies, were anxious to avail themselves of the services of the Commissioners.

The *Special Bails Bill*.—The Lord Chancellor said the able Master of the Court of Exchequer had been requested to examine carefully, and he reported that the grievance sought to be redressed was a real one. While on the one hand the number of cases in which it was required to have special bail were so few as not to render it worth the while of solicitors to take it, on the other hand the cases were sufficiently numerous to involve in the aggregate a large amount of inconvenience if persons in the country could not find anyone to assist them in the matter of putting in special bail. The bill empowered anyone authorized to administer an oath, whether he was a solicitor or not, provided he was not interested in the matter, to take special bail. The bill was read a second time.

The *Assessed Rates Bill*.—The Earl of Kimberley, in moving the second reading, said the bill, in short, restored the power of compounding, and enabled it to be made universal throughout the country. The bill was read a second time.

July 15.—The *Endowed Schools Bill* passed through committee.

The *Bishops' Resignation Bill* passed through committee, an amendment having been introduced, on the motion of the Duke of Somerset, to provide for the case of bishops permanently incapacitated by physical infirmity.

The *Companies Clauses Act* (1863) *Amendment Bill* passed through committee.

The *New Parishes and Church Building Acts Amendment Bill* was read a third time and passed.

HOUSE OF COMMONS.

July 9.—The *Insolvent Debtors and Bankruptcy Repeal Bill* passed through committee.

Law of Forfeiture for Felony.—Mr. C. Forster asked the Attorney-General whether it was his intention to reintroduce the bill which passed that House in 1866 for altering the law of forfeiture on conviction for felony.

The Attorney-General said it could hardly be expected that at this period of the session the Government would bring in a bill, but if his hon. friend at some future period would introduce a measure he hoped to be able to co-operate with him in carrying it through Parliament.

July 12.—*Revising Barristers*.—Mr. Barclay asked the Secretary of State for the Home Department if it was the intention of her Majesty's Government, in view of the approaching registration of Parliamentary electors, to extend to this year the provisions of last year's Act as regards the number of revising barristers employed.

Mr. Bruce said that the legislation of last year had special reference to the heavy work of the time. He did not mean to say that it might not be necessary to make a redistribution and to increase the number of revising barristers, but that purpose might be effected by the judges under the existing Act.

July 14.—The *Contagious Diseases (Animals) (No. 2) Bill* passed through committee.

The *Valuation of Property (Metropolis) Bill* passed through committee.

The *Insolvent Debtors and Bankruptcy Repeal Bill* was read a third time and passed.

Trades Unions.—A bill, by Mr. Bruce, to protect the funds of Trades' Unions from embezzlement and misappropriation, was read a first time.

July 14.—The *Real Estate Intestacy Bill*.—Mr. Locke King, in moving the second reading, said its object was simply to assimilate the law affecting realty to that affecting personalty in the case of persons dying intestate. With regard to personalty the law was that if a man died intestate two-thirds of the property should go to the children and one-third to the widow, but the freehold landed property of an intestate person went to the heir-at-

law, to the exclusion of the other children and the widow. He denied that the bill would tend to prevent the accumulation of land. The state of things for which it was proposed by the bill to provide a remedy pressed with peculiar hardship on the best portion of the working classes. He then cited instances to show that the unjust operation of the existing law was not confined merely to the fact that in cases of intestacy the whole of the man's real estate went to his heir-at-law. It had been said that hard cases made bad laws; but it was quite clear that a bad law, such as that with which he was dealing, made very hard cases. Was it not absurd that when a man directed his property to be sold and the money derived from the sale to be devoted to particular purposes, the heir-at-law might claim the residue if there were any, although anyone would suppose that it ought to be treated as money? Again, was it not open to objection that when a man died intestate the executors should be compelled to complete the contracts—even the merely verbal contracts—into which he might have entered to buy land and to hand it over to the heir-at-law? It was contended by some that the question involved in the bill was ridiculously small, and he had never said it was one of great magnitude. There was, however, a principle of justice involved in it, and the measure, whether great or small, ought, if that were so, to be allowed to pass.

Mr. Dickinson, in seconding the motion, trusted we should no longer allow ourselves to be the slaves of a feudal system which had existed too long already, and which the sooner it was swept away the better, replaced as it would be by a law more intelligible and just.

Mr. Beresford Hope believed that, so far from breaking up estates, this bill would lead to the further accumulation of land in the hands of the few. The first clause empowered the administrators to turn the land into money and divide the proceeds among the next of kin. Now, in most cases properties were held by small yeomen in fee-simple, but in too many instances burdened with mortgages. Even now it was a hard struggle for the poor man to keep his bit of land. He obtained advances on it from the village usurer —and in almost every village an irregular system of banking existed, under an oppressive form, to an enormous extent. The usurer went on heaping up obligation on obligation, ready when the time came to pounce down upon the peasant proprietor. You might argue that a man had no right to hold land unless he could afford to pay his way. That argument was, perhaps, based upon enlightened political economy, but he had not the hardness of heart to act upon it. What was it that now prevented the usurer from coming down upon his debtor? Why, the knowledge that the land was held and would descend, to use a foreign word, in *solidarite*. But under this bill it would be sold in the event of intestacy. The sale must probably be a sale without reservation, and then the small patrimonial acres would be absorbed for ever into the estate of the great man of the district. The operation of the bill would be to swallow up small properties and make a ready market for the sale of these properties to men who kept up large estates. But, then, under the second clause, the land, in case of intestacy, might be divided among the children, instead of being sold. If, however, the land were cut into smaller plots among the younger children, it would be a *damnosa hæreditas* by encouraging among them false pride and indolence, and by checking that most noble inheritance of self-reliance, which had so often led to the rise in life of younger sons with clear heads and brawny arms. There was one part of England in which a law of inheritance prevailed similar to that contemplated by the bill—the law of gavelkind in Kent. He granted that there were differences in the distribution under gavelkind as compared with that which the bill would introduce, but both tended to the chopping up of estates. Now, a gentleman who had for a long time practised as a solicitor in Kent wrote to him as follows:—

"In my experience I have known many cases where small properties of gavelkind tenure, which prevails in this county, have descended through the intestacy of the owners to numerous sons and the children and grandchildren of deceased sons, and in other cases to brothers and the descendants of deceased brothers, some being infants and others abroad or lost sight of, and married women, and the benefit to them in succeeding to these undivided, and, in some cases, infinitesimally small shares, has been very questionable, while the eldest son or eldest brother, had he alone inherited, would have derived a substantial and advantageous succession. And the practical result has been, through the disability or absence of some of the parties, and disagreements and litigation between others, the properties have been unsaleable for very many years, except, indeed, in small individual shares, and the expenses attending the sales and of making out the numerous titles have been enormously increased. These facts go to show the undesirability of allowing small properties to descend in individual shares between all the children or other relations of an intestate." The bill would lead to litigation among the persons entitled to the land; and the lawyers who had considered it were of opinion that property sold under the bill would be liable alike to probate and succession duty. The hon. member also opposed the minute division of land on principle, contending that large holdings were more advantageous to the community.

Mr. W. Fowler supported the bill.—The law should act fairly and justly, and *prima facie* there was no distinction between one child and another as regarded the father, and no child had a greater claim than the other. If it were unjust that all the personalty should devolve on the eldest son, how could it be just that real property should descend in the same way.

Mr. Goldney admitted that the proposition contained in the preamble of the bill, that it was expedient that the law of succession to real estate in cases of persons dying intestate should be the same as the law of succession to personal estate in the like cases, was intelligible and sensible; but before they dealt with that matter the whole subject should be considered together, and not in this isolated way. The subject should be considered in connexion with the whole of the law relating to real property, and also in relation to the law of wills; and he maintained that anything done in respect to the subject should be plain and simple. The feeling of the people was in favour of the existing law of descent, and until the opinion of the country should be so far advanced as to render a bill like the present acceptable, the measure, if passed into law, would be no better than waste paper.

Mr. G. Gregory opposed the bill. It had been correctly described as one tending to the confiscation of small properties. How could such properties be divided except by sale? They would have to be realized at all hazards. The effect would be the aggrandizement of large estates, while the expenses of sale would almost eat up the small properties thus brought to the hammer.

Mr. Buxton supported the bill. The aim was, in the first place, that when the nation had to act *in loco parentis* it should act justly, and to bring the law of the land into greater harmony with the natural instinctive dictates of parental love.

Sir H. Hoare supported the bill.

Mr. Osborne Morgan said that the law on this subject was one of the relics of our feudal system, the reason for which had ceased, while the law itself remained. He had listened in vain for a valid reason in favour of the present law, except that it had existed for several hundred years. Land in this country was every day becoming more and more a rich man's luxury, and that growing tendency of our social system was altogether independent of legislation. What ground could there be for the distinction under which property held for 1,000 years under lease went one way, while property held on fee simple went another?

Dr. Ball opposed the bill, which would, he thought, effect an extensive and not a beneficial revolution in the descent and devolution of property.

Mr. J. Hinde Palmer supported the bill.

The Solicitor-General believed the measure was excellent, and hoped the bill would be read a second time, so that any defects of detail might be amended in committee.

On a division the second reading was carried by a majority of 169 to 144.

The *Libel Bill* (by Mr. Baines) was withdrawn.

The *County Coroners Bill*.—Committee. Clause 1.—Mr Mr. J. Fielden moved an amendment, the object of which was to entitle all electors on the Parliamentary register to vote for county coroners. He said that as the clause stood the franchise for the election of those coroners was given to freeholders only. As the inquiries held by coroners were most frequently in the cases of poor persons, he thought it would be more satisfactory to the public generally to have the franchise in respect of election for coroners as wide as that in respect of the election of members of Parliament.

Mr. Goldney, who had charge of the bill, said that only

freeholders were entitled to vote for coroners in boroughs and cities, and for the sake of uniformity he thought it would be well, in a bill which only dealt with county coroners, to keep to the old franchise.

The amendment, however, was agreed to.

Clause 2 was agreed to, and progress was then reported.

July 15.—*Abolition of Turnpike Trusts.*—In reply to Lord G. Cavendish, Mr. Knatchbull-Hugessen said it was the wish of the Home Department to bring in a measure for this purpose. They had in their hands the materials for the purpose, and he should lose no opportunity of impressing on the Government the expediency of legislating on the question.

The *Irish Church Bill.*—The Lords' amendments were considered.

IRELAND.

COURT OF PROBATE.

(Before Judge WARREN.)

July 12.—*Browne* v. *Esmonde* (*the Esmonde will case*).

Shorthand notes taken by the reporter of the court.

This case has been remitted for trial on the 4th August next, before Mr. Justice Law and a special jury of the county of Carlow.

Macdonogh, Q.C., for the plaintiff, now moved that the reporter of the court be permitted to furnish to Messrs. Nunn & Jones, the plaintiff's solicitors, a transcript of his shorthand notes of the speeches of the late Attorney-General (now the learned judge of this court), and Mr. Serjeant Dowse, at the trial of the case already had, Messrs. Nunn & Jones being willing to pay for the same.

O'Hagan, Q.C. (*P. White* with him), for the defendants, said his Lordship had no jurisdiction whatever to deal with the matter. Mr. Crozier, the defendants' attorney, employed the shorthand writer to take a note of the speeches in question, just as he might have engaged any other shorthand writer, and having paid him for the transcript, the report and the notes were the property of Mr. Crozier, and the other side had no sort of pretence to get them either under the order of the Court or in any other way. The 62nd General Order authorised his Lordship, in any case he thought fit, to direct a shorthand writer to be employed to take notes of the evidence, and his remuneration might be paid out of the estate. Under that order the reporter took the evidence, of which both parties got a copy, and for which they paid jointly, but the speeches were taken exclusively for Mr. Crozier, and he alone was entitled to the copy of them.

Judge WARREN said the reporter was usually employed to take notes of the evidence for the purposes of justice, but he was not an officer of the court, and the Court had no control or jurisdiction over him. There was no objection to his taking notes of speeches when he was not otherwise engaged for the Court, but such notes were taken for his own benefit, according to contract, and as he was not an officer of the court, this motion, that he should be permitted to furnish the plaintiff's solicitor with a copy of the speeches referred to, should be refused with costs. Lest any one should be misled by the decision, he wished to add that if the reporter furnished the copy sought he would not be guilty of a contempt of court.

Macdonogh, Q.C., was quite satisfied with that statement. The reporter would, of course, supply the copy.

O'Hagan, Q.C., intimated that if the reporter did so he would be proceeded against either by an action at law or by a bill in equity.

FOREIGN TRIBUNALS & JURISPRUDENCE

AMERICA.

APPEAL COURT, MARYLAND.

Schafferman v. *O'Brien.*

Appeal from the Circuit Court of Baltimore City.—*Judge* KREBS.

The Statute of Henry VIII. against maintenance and champerty was founded on a state of society which no longer exists in America, and is now become obsolete.

BARTOL, C.J.—It has been insisted, that the complainant having purchased the judgment against Leiman, subsequent to the deed, has no standing in court; that such a purchase savours of champerty, is in violation of the statute of Henry VIII., c. 9, recognized in Kelly's report, as in force in this state. This statute prohibits, under penalties, the buying or selling of any pretended right to land, unless the vendor is in actual possession of the same, or of the reversion or remainder. The ancient policy which prohibited the sale of pretended titles as an act of maintenance was founded upon a state of society which does not exist in this country (4th Kent, 526). The statute of Henry VIII., c. 9, is not rigidly enforced in this country. (*Sedgwick* v. *Stanton*, 14 N. Y. 289.)

It will have been perceived that the subject of the assignment of rights of action, as tending to the common law offences of champerty and maintenance, is here left in a state of considerable uncertainty. "The subject was examined in a late case, *Danforth* v. *Streeter*, 28 Vermont, 490, and the following conclusion reached: that the *bonâ fide* purchaser of a bond and other *chose in action*, which is represented to be due, and which the purchaser believes to be due, may sue upon the same, and not incur censure from the law, and that all contracts founded upon any such consideration are valid. The same is true of any aid one may render another in a suit, by way of money or advice or other lawful assistance, if done under a *bonâ fide* belief in the justice of the case. It was upon these grounds that we venture to suggest that the common law notion of maintenance as applicable to the assignment of rights of action had become practically obsolete." (Storey, Eq. Jur. s. 1057.)

Maintenance now means where a man improperly, and for the purpose of stirring up litigation and strife, encourages others either to bring actions or to make defences which they have no right to make. (*Findon* v. *Parker*, 11 M. & W. 677, 682, referred to in 4 Kent, 531.)

We are not aware of any case in the judicial history of this state where the provisions of the statute of Henry VIII. have been enforced—without meaning to assert that there might not be such exceptional conduct savouring of champerty and maintenance as to be punishable; yet there can be no doubt that this statute is, in a great measure, now obsolete.

IOWA.

Land exchange—Fradulent representations—Character of relief.—M. was induced to exchange premises in this state with P. and wife for land in another state, by the representations of P. as to its character and value, which turned out to be false, and were so known to be by P. when made. The title to the land last mentioned was in P.'s wife, and that conveyed by her in the exchange was deeded to her also, The written guaranty containing the representations as to the quality of the land was signed by P. alone. Held: (1) that M. was entitled to recover, as unpaid purchase-money for the land conveyed by him to P.'s wife, an amount equal to the difference between what the land was actually worth at the time of the exchange and what it would have been worth had it been so represented; (2) that M. was entitled to a vendor's lien for this amount, and a decree enforcing it against the premises which he, in the exchange, conveyed to P.'s wife; (3) that the fact that the guaranty containing the representation as to the land was signed by P. alone, while the title to all the land was in P.'s wife, who was cognizant of and reaped the benefit of the false representations made by her husband, did not affect M.'s right to the relief granted.—*McDole* v. *Purdy*, (23 Iowa Rep.)—*New York Daily Transcript.*

SUPREME COURT, MICHIGAN.

Carrier.—When goods have reached the end of their transit over a railroad, and are stored in the company's warehouses, notice of their arrival to the consignee is not necessary, at common law, to convert the company's liability as carriers into that of warehousemen.—*McMillan* v. *Mich. S. & N. I. R.R. Co.* (16 Michigan)—*New York Daily Transcript.*

Conflict of laws.—A firm note was made, and was to be paid in New York. Afterwards, one of the partners was released by plaintiffs. By the statute of New York said release would not have discharged the others, and there was a similar statute in Michigan. Held, that the other partners were not discharged.—*Holdridge* v. *Farmers' & M. Bank of R.* (16 Michigan)—*New York Daily Transcript.*

OBITUARY.

*** We have to acknowledge an error in our Obituary of July 3rd. The Mr. Jennings unfortunately killed on the railway at Bickley, on the 23rd of June, was not—as announced by us—Mr. W. G. W. N. Jennings, but Mr. Richard William Jennings, Proctor and Examiner, the father of that gentleman.

MR. CHARLES EGAN.

The death of Mr. Charles Egan, barrister-at-law, took place at Leamington, on the 7th July, from an apoplectic fit. During the course of the day Mr. Egan was engaged in a case in the police-court, being apparently in good health; but, on taking his siesta, in the course of the afternoon, he became suddenly ill, and expired soon afterwards, though medical assistance was speedily obtained. Mr. Egan, who had reached his sixty-first year, was formerly a fellow-commoner of Trinity Hall, Cambridge, and was called to the Bar at the Middle Temple in May, 1839. He has chiefly practised as an equity draughtsman and conveyancer, and at the Marylebone, Brompton, and Brentford County Courts. The deceased gentleman was the author of various legal works—viz.: "Observations on the New French Law relative to Patents for Inventions;" "Strictures on the Present State of the French Law of Debtor and Creditor;" "A Handy-book on the Law relative to the Sale and Purchase of Horses;" "A Practical Treatise on the Law of Bills of Sale," &c.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

ANNUAL REPORT OF THE COUNCIL SUBMITTED TO THE GENERAL MEETING OF THE MEMBERS, ON JULY 16, 1869.

The Concentration of the Law Courts and Offices.

The time of the Council has been largely occupied during the past year with the difficulties which have unexpectedly been raised by the Government, to a prosecution of the scheme sanctioned by Parliament in 1865.

The members will recollect that the last report of the Council alluded to the revival of a proposition for the erection of the courts upon the Thames Embankment. Parliament having, after a full discussion, decided in favour of the Carey-street site, it was then confidently hoped that the question would not be reopened. It would involve further delay and a largely increased expenditure, and the site already chosen was the more convenient for the suitors and the profession.

Those hopes were, however, disappointed. During the recess, upon the accession of the new Government, orders oere given to the architect to discontinue the preparation f the final plans. The site at first suggested upon the Thames Embankment was one bounded by the Strand on the north, the Thames Embankment on the south, the Temple on the east, and Somerset House on the west. This site would, it is true, have afforded an area as large as the Parliamentary site already acquired, but the cost would have been enormous. To provide chambers for barristers and solicitors in the immediate neighbourhood, Sir Charles Trevelyan, the promoter of this scheme, proposed to remove the Government offices from Somerset House, and to convert the latter into a new Lincoln's-inn; while Gray's-inn was to be removed to the site already cleared in Carey-street. He also proposed that the site of Gray's-inn should be devoted to buildings for the working-classes, and in fact suggested a complete *bouleversement* of these several districts of the metropolis. It may be said, without exaggeration, to have been one of the most chimerical and impracticable projects ever seriously propounded.

In April last Mr. Gregory, the Member for Galway, brought this scheme before the House of Commons. It was strongly opposed by Sir Roundel Palmer, Mr. Denman, the Right Honorable Mr. Cowper, Lord John Manners, and others on both sides of the House. Before the close of the debate an entirely fresh aspect was given to the question by a statement, made by the Chancellor of the Exchequer, as to the course which the Government were about to pursue, viz., to set aside both schemes; Sir Charles Trevelyan's as well as that of the Royal Commission, which last had received the sanction of all his predecessors in office, as well Liberals as Conservatives. Mr. Lowe then informed the House that on entering on his duties as Chancellor of the Exchequer he found the first estimate of £1,500,000 for the Carey-street site, and the buildings to be erected thereon, increased to a sum of more than twice that amount through additions made to the original scheme (a new bill for which had been prepared by the Treasury). Moreover, this increased estimate did not provide for approaches, which in his opinion would be necessary. He accordingly declared it to be the intention of the Government to abandon the Carey-street site, in favour of one of six acres between Howard-street and the Embankment, covering a portion only of the area proposed as a site by Sir Charles Trevelyan.

On the 10th May last, Mr. Layard, the First Commissioner of Her Majesty's Board of Works, brought in a bill for the purpose of carrying Mr. Lowe's proposal into effect. He argued the question mainly on the ground of economy, stating that the new site could be purchased for £600,000; that the approaches to that site were already made; and that the Carey-street site could be re-sold without loss, and perhaps to advantage, if time were taken. Believing that these assertions would not be justified by experience, and that the contemplated change would be as injurious to the public as to the profession, the Council felt it their duty to offer to the proposal all the opposition in their power.

With this view they have from time to time waited on the Lord Chancellor, the Chancellor of the Exchequer, and other influential members of both Houses of Parliament, and urged the superiority of the Carey-street site, carefully avoiding the treatment of the matter as a party question. They have also circulated repeated statements of the grounds of this superiority, and a plan showing the relative positions of the two sites, with reference to the offices and chambers of barristers and solicitors, north and south of the Strand. They have also placed themselves in communication with the Metropolitan and Provincial Law Association, and the various Provincial Law Societies throughout the country, urging the immense importance of the question to the public and the profession generally, and suggesting the desirability of petitions to Parliament. These appeals from the Council have been promptly and cordially responded to.

Putting out of sight the question of convenience, it is perfectly clear that a building of six acres need cost no more on the site already cleared than on the new one now proposed. It follows, therefore, that the question of expense is one which turns very much on the probable cost of the new site, and the loss to be apprehended on a re-sale of the old one. The Council felt it right to obtain an opinion from Mr. Pownall on these points. In Mr. Pownall's judgment the Government have under-estimated the cost of the Howard-street site by upwards of £200,000; while there will, he believes, be a loss of nearly £400,000 on the re-sale of the Carey-street site.

The opposition with which Mr. Layard's scheme has been met has induced the Government to have the question of the two respective sites referred to a select committee.

The Council will take care that adequate and impartial evidence is laid before it; and they confidently expect that the investigation will lead finally to the adoption of the original scheme, on the site so long decided on, superior, as it undoubtedly is, to all others, for the speedy and convenient transaction of the law business of the whole country.

The Council feel it right to allude to a deputation of certain City and West-end solicitors, who waited on Mr. Lowe on Friday, the 18th of June last, for the purpose of urging the view opposed to that which this society has always taken, and by whom it was alleged that the Council did not represent, and had no authority to speak in the name of, this society. It is hardly necessary to remind the members that the concentration of the new law courts on the Carey-street site has been the end for which the society has worked for upwards of nine years. That object has been dwelt upon again and again in the annual reports of its Council, while it has been discussed and approved of time after time at its annual meetings, and no single voice was ever raised among its members in favour of any other scheme, either before or after the rival project was broached, until within the last three months. It is to be expected that a few individuals may take a view opposed to that of the bulk of the profession, but this does not justify the assertion that the Council does not faithfully represent the society by which it is elected and

to which it is responsible. The Council have satisfaction in referring on this point to the petition from solicitors of the metropolis in favour of the Carey-street site just presented to the House of Commons, to which 1,281 signatures have been obtained. These signatures, which include firms, represent 1,661 individual solicitors.

The following is an analysis of the signatures:—

	No. of Sigs.
Western District, including all London west of Wellington-street, Strand	174
Eastern District, including all London east of Farringdon-street	472
Central District, including all London between the lines of Wellington-street and Farringdon-street	635
	1281

It was thought desirable not to postpone the presentation of the petition, but another is in circulation, which will be presented at a future time.

(*To be continued.*)

INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held in the hall of the society, Chancery-lane, London, yesterday. The chair was taken by Mr. John Henry Bolton. Mr. Edward Lawrence was elected President, and Mr. William Ford, of Gray's-inn, Vice-President of the society. Mr. Edward Fred. Burton, Mr. John Moxon Clabon, Mr. Park Nelson, Mr. Arthur Ryland, Mr. Robert Brotherson Upton, Mr. Arnold Wm. White, Mr. Wm. Williams, Mr. Robert Wilson, and Mr. John Young, were re-elected members of the Council. Mr. Nathaniel Tertius Lawrence was elected a member of the Council in the room of Mr. Edw. Leigh Pemberton, resigned; Mr. Chas. Edward Ward, of Bristol, was elected a member of the Council in the room of Mr. Ralph Barnes, of Exeter, deceased; and Mr. Charles Reynolds Williams was elected a member of the Council in the room of Mr. James Leman, who did not offer himself for re-election by reason of ill-health. Mr. Samuel Steward, Mr. John Proctor Bird, and Mr. Henry Markby were elected auditors of the accounts of the society.

The report of the Council was approved.*

The report of the auditors was also approved.

An interesting discussion took place upon various matters connected with the profession and the society.

The following resolution was passed:—

"That this meeting hereby expresses its entire and cordial approval of the steps which have been taken by the Council in opposition to the removal (as threatened by the bill lately brought into Parliament) of the site of the new law courts and offices from Carey-street to the Thames Embankment or elsewhere, and the meeting earnestly deprecates such removal as injurious to the interests equally of the suitors, the public, and the members of the legal profession."

The thanks of the meeting were presented to the president for his constant attention to the affairs of the society.

The meeting was numerously attended.

* This will appear in our columns.

COURT PAPERS.

VACATION BUSINESS AT THE COMMON LAW JUDGES' CHAMBERS.

12th *July*, 1869.

The following regulations for transacting the business at the judges' chambers will be observed until further notice:—

By order—

Summonses will be issued and made returnable at eleven o'clock at the chambers of the judges of the court in which the actions are pending.

As to Applications to be made to the judge.

Acknowledgments of deeds will be taken (by special appointment only) on Tuesdays and Fridays at half-past ten o'clock, and those not then ready will be postponed to the day next appointed for taking them.

Adjourned summonses will be heard at half-past ten o'clock precisely, except on Tuesdays and Fridays, and on those days at eleven o'clock; and the summonses of the day will be taken immediately afterwards.

Counsel will be heard at twelve o'clock.

As to Applications to be made to the Masters.

Adjourned summonses will be heard at eleven o'clock precisely in each court, and the summonses of the day immediately afterwards.

Counsel will be heard at twelve o'clock.

Affidavits in support of *ex parte* applications for orders (except those to hold to bail) to be left the day before the orders are to be applied for, except under special circumstances; such affidavits to be properly endorsed with the names of the parties and of the attorneys, and also with the nature of the application.

N.B.—The judge directs particular attention to the rule of Michaelmas Term, 1867, and desires it should be distinctly understood that he will not hear any summons or application directed by the said rule to be heard by the masters.

July 14th, 1869.

All summonses to be heard before the judge will be made returnable at half-past ten o'clock until further order.

TAXATION OF COSTS.

The following notice has been issued at the Common Pleas Office by direction of the Master appointed under the Parliamentary Elections Act—viz.:

"No bills of costs accruing under the Parliamentary Elections Act, 1868, will be taxed between the 1st of September and the 24th of October, 1869."

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

The day fixed for the termination of the present sittings of the Court was the 30th July, but the following notice has been issued, extending them for a week, for the purpose of clearing off some of the arrears in the Divorce list:—

"The judge proposes to sit to hear divorce causes, without juries, on August 4, 5, 6, and 7. All undefended causes will be called on in their turn, but those that are not ready will not be struck out. Defended cases that are not likely to occupy much time will also be taken."

NOTTINGHAM ELECTION PETITION.

Torr and Others, Petitioners; Seely the Younger, Respondent.

Mr. Baron Martin has appointed Thursday, the 29th of July, to try the above petition at Nottingham.

Agents for the respondent, *Wyatt & Hoskins*, 29, Parliament-street, Westminster.

THE BANKRUPTCY BILL.—At a special meeting of the Council of the Liverpool Chamber of Commerce yesterday, the Commercial Law Committee presented a report on the new Bankruptcy Bill, in which, while acknowledging that most of the wishes of the Chamber were met by the bill, they took strong exception to clause 122, authorising deeds of composition. They deemed that clause to be intrinsically vicious, and recommended the Council to use their utmost efforts to obtain its withdrawal. After some discussion the report was adopted, and a deputation appointed to lay the views of the Chamber before the House of Lords.—*Times.*

A STATUTE AGAINST SPARRING.—The State of Illinois has recently enacted the following law:—"An Act to prevent prize fighting and sparring or boxing exhibitions. Section 1. Be it enacted by the people of the State of Illinois, represented in the General Assembly: That any person who shall send, cause to be sent, published, or otherwise made known, and challenge to fight what is commonly known as a prize fight, or shall accept such challenge, or who shall engage in such prize fight, or go into training preparatory to such fight, or act as trainer for any person contemplating a participation in such fight, and any person acting as aider or abettor, backer, umpire, trainer, second, surgeon, assistant or reporter at such fight, or in preparation for such fight, shall, upon conviction thereof, be confined in the penitentiary not less than one year nor more than ten years. Section 2. Any person who shall be in any way connected with any sparring or boxing exhibition shall, upon conviction thereof, be fined not less than one hundred dollars nor more than one thousand dollars, and confined in the county jail not less than thirty days nor more than one year. Section 3. This Act shall be deemed a public Act, and be in force from and after its passage. Approved March 31, 1869."

PUBLIC COMPANIES.

LAST QUOTATION, July 16, 1869.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 93	Annuities, April, '85, 11 15-16
Ditto for Account, Aug. 5, 93¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅞	Ex Bills, £1000, — per Ct. 12 p m
New 3 per Cent., 92⅞	Ditto, £500, Do — 12 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 12 p m
Do. 2½ per Cent., Jan. '94 76	Bank of England Stock, 4½ per Ct. (last half-year) 242
Do. 5 per Cent., Jan. '72	
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209 xd	Ind. Enf. Pr., 5 p C., Jan. '72 105½
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent., July, '80 112	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100¾	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £100 20 p m
Ditto Enfaced Ppr., 4 per Cent. 92½	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	79
Stock	Caledonian	100	82½
Stock	Glasgow and South-Western	100	103
Stock	Great Eastern Ordinary Stock	100	38¼
Stock	Do., East Anglian Stock, No. 2	100	—
Stock	Great Northern	100	108
Stock	Do., A Stock*	100	107
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	52
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	126
Stock	London, Brighton, and South Coast	100	46½
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	119¼
Stock	London and South-Western	100	90
Stock	Manchester, Sheffield, and Lincoln	100	56¼
Stock	Metropolitan	100	102½
Stock	Midland	100	118¼
Stock	Do., Birmingham and Derby	100	86
Stock	North British	100	34
Stock	North London	100	118½
Stock	North Staffordshire	100	58
Stock	South Devon	100	41
Stock	South-Eastern	100	78
Stock	Taff Vale	100	153

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Consols and railways remained rather inactive until the middle of the week, foreign securities being rather firmer. Afterwards the anticipations, amounting almost to certainty, of an abundance of money this autumn, aided by the satisfactory aspect of French politics, brought about a change which was further aided by the reduction of the Bank rate from 3½ to 3 per cent. This buoyancy, however, has not been maintained to the last.

THE HAMPSHIRE LAW SOCIETY.—A general meeting was held on the 9th instant, a code of rules was agreed to, and the following officers were appointed:—C. B. Hellard, President; H. Ford, Vice-President; T. Cousins, Secretary; A Besant, Treasurer. The following gentlemen were appointed members of the Council:—G. C. Stigant, C. J. Longcroft, S. S. Long, J. J. Webb, and S. J. Elliott.

SIR THOMAS DUFFUS HARDY.—The Queen has conferred the honour of knighthood on Mr. Thomas Duffus Hardy, Deputy Keeper of the Public Records. Sir Thomas Hardy is a son of Major T. B. P. Hardy, of the Royal Artillery, and was born at Port Royal, Jamaica, in 1804. He entered the public service in 1819, as junior clerk in the Record Office, Tower. On the death of the late Mr. Petrie, Keeper of the Records of the Tower, he was entrusted by the Government with the compilation of the "Monumenta Historica Brittanica," to which work he wrote the general introduction. Between 1833 and 1846 he became noted in literary circles as the editor of several very ancient MSS. and records. To the legal profession he is chiefly known by his Life of Lord Langdale. In 1861, on the death of Sir Francis Palgrave, he was appointed by Lord Romilly to be Deputy Keeper of the Public Records, an office for which he is pre-eminently qualified, and which he has filled in a most able manner.

CLERKS OF ASSIZE.—The report of a committee, consisting of Mr. Justice Brett, Mr. Sclater-Booth, and Mr. M. Law, appointed by the Treasury to inquire into the duties and salaries of clerks of assize, has been made. The committee come to the conclusion that it will be desirable to retain the office of clerk of assize, but that it would be expedient to prescribe that persons appointed to these offices should have had some degree of legal training, *i.e.*, that he should be a barrister or certificated attorney of three years' standing, or should have served for a similar period in a subordinate office on circuit. The committee consider that a salary of £1,000 per annum is more than sufficient to secure the services of officers properly qualified to fill those posts, and they recommend that the salaries of the clerk of assize on the Home, Western, Oxford, Midland, and Norfolk circuits, should, as vacancies occur, be reduced to a sum not exceeding £800 per annum. As regards the Northern circuit, they state that if the duties of the clerk of assize remain, as at present, limited to the counties of Northumberland, Cumberland, and Westmoreland, a sum of £500 per annum would afford a sufficient remuneration. They do not see any reason for an alteration in the salaries of £500 per annum each now received by the clerks of assize on the two Welsh circuits. The committee further propose that the additional salary of £100 a-year, which the clerk of assize can now assign to one of his officers whom he may select to act as his deputy, should be discontinued on the death or resignation of the officers at present receiving these extra allowances. They are of opinion that the power thus placed in the hands of a clerk of assize to remunerate one of his officers more highly than the others might be exercised with partiality, and that it has a tendency to diminish that responsibility which rightly belongs to his office, and to induce him to delegate to others duties properly devolving upon himself.—*Globe.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

VILLIERS—On July 11, at The Waterfalls, Southgate, the wife of John F. Villiers, Barrister-at-Law, of Gray's-inn, of a son.

MARRIAGES.

CARY—FAGG—On July 13, at Holy Trinity Church, Haverstock-hill, George Cary, Barrister-at Law, of Lincoln's-inn, to Ellen Maria, eldest daughter of James Fagg, Esq.

WIGHTMAN—WHITE—On July 14, at Stoney Middleton, Arthur Wightman, Solicitor, Sheffield, to Susan, youngest daughter of the the late Joseph White, of Babworth, near Retford.

DEATHS.

DAVIS—On July 9, Mary, the beloved wife of Henry Ingles Davis, Solicitor, of Coventry.

JAY—On July 11, suddenly, Elizabeth Maria, the beloved wife of Samuel Jay, Esq., Barrister, of 11, Norfolk-street, Park-lane, and of Lincoln's-inn.

ESTATE EXCHANGE REPORT.

AT THE MART.

July 9.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Freehold farmhouse, with garden, farm buildings, three cottages, garden, and about 272 acres of arable, meadow, and pasture land—sold £15,530.

Freehold, Leigh Beck Farm, Canrey Island, Essex, comprising a house, farmyards, buildings, and about 254 acres of arable, pasture, and marsh land—sold £5,550.

Freehold, 3a 0r 18p, of meadow land, known as Holdfast Meadows, in the parish of Haslemere, Surrey—sold £150.

By Messrs. RUSHWORTH, ABBOTT, & Co.

Leasehold house, No. 7, York-road, Lambeth, let at £15 per annum; term, 24 years unexpired, at £12 per annum—sold £300.

July 13.—By Messrs. DEBENHAM, TEWSON, & FARMER.

Freehold residence, known as Cliff House, Corton, Suffolk, comprising a residence, with stabling, pleasure grounds, gardens, &c., containing 5a 1r 30p—sold £4,000.

By Mr. W. A. BOWLER.

Freehold estate, called the Rectory Farm, Newchurch, Isle of Wight, Hants, comprising a residence, with homestead, and 77a 2r 7p of arable, pasture, meadow, and wood land—sold £3,340.

By Messrs. METCALFE & MERCER.

Freehold plot of land, situate at West Ham, Essex—sold £300.
Ditto, situate as above—sold £300.

By Messrs. WARLTERS & LOVEJOY.

Freehold public house, situate in Hare-street, Bethnal-green, let on lease at £70 per annum—sold £1,180.

July 14.—By Messrs. EDWIN FOX & BOUSFIELD.

Freehold house and shop, No. 48, Charlotte-street, Fitzroy-square, let at £130 per annum—sold £2,860.

Freehold house, No. 50, Charlotte-street, and yard and workshop in the rear, let at £115 per annum—sold £1,900.

Freehold house and shop, No. 55, Charlotte-street, and premises in the rear, let at £85 per annum—sold £1,280.

Freehold house and shop, No. 57, Charlotte-street, let at £70 per annum—sold £1,220.

Freehold house and shop, No. 47, Charlotte-street, let at £110 per annum—sold £2,000.

Freehold house, No. 17, Pitt-street, Charlotte-street, let at £42 per annum—sold £670.

By Mr. B. RIX.

Leasehold property, Nos. 8 & 9, Gresham-street, City, producing £916 per annum; term, 21 years from 1857, at £340 per annum—sold £1,820.

By Mr. F. A. Mullett.

Leasehold town mansion, No. 7, Connaught-place, Hyde-park, and stabling in Connaught-mews; term, 35 years unexpired, at £80 per annum—sold £9,975.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, July 9, 1869.

LIMITED IN CHANCERY.

Legal, Clerical, and Medical Co-operative Society (Limited).—Petition for winding up, presented July 8, directed to be heard before the Master of the Rolls on July 17. Robertson, Crown Office-row, Inner Temple, the petitioner.

UNLIMITED IN CHANCERY.

Asiatic Banking Corporation.—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to William Turquand, 4, Lombard-st. Monday, Nov 15, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Helston and Penryn Junction Railway Company.—The Master of the Rolls has, by an order dated July 6, appointed John Kendall, Helston, official liquidator. Creditors are required, on or before Aug 2, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Aug 5, at 12, is appointed for hearing and adjudicating upon the debts and claims.

STANNARIES OF CORNWALL.

Vivian Kaolin Works Company (Limited).—Petition for winding up, presented July 1, directed to be heard before the Vice-Warden, on Wednesday, Aug 4, at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before July 28. Gregory & Co, Bedford-row, for Hodge & Co, Truro, solicitors of the petitioners.

TUESDAY, July 13, 1869.

LIMITED IN CHANCERY.

Devonport and South Devon Steam Flour Mill Company (Limited).—Petition for winding up, presented July 12, directed to be heard before Vice-Chancellor Stuart on July 23. Walters & Gush, Finsbury-circus, for Sole & Gill, Devonport, solicitors for the petitioner.

Reading Wholesale Clothing and Manchester Warehouse Company (Limited).—Vice-Chancellor James has, by an order dated July 3, ordered that the voluntary winding up of the above company be continued. Courtenay & Croome, Gracechurch-st, for Beale, Reading, solicitor for the petitioners.

Torquay, St Mary Church, and South Devon Coal, Coke, and Trading Company (Limited).—Creditors are required, on or before Aug 2, to send their names and addresses, and the particulars of their debts or claims, to George Souden Bridgeman, Fleet-st, Torquay. Monday, Aug 9, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 9, 1869.

Corringe, John, Brighton, Sussex. Aug 6. Hill *v* Killick, V.C. James. Langham, Barttett's-bldgs, Holborn.

Dadd, Isaac John, Chatham, Kent, Postmaster. July 28. Dadd *v* Dadd. V.C. Stuart. Eidred & Andrew, Gt James-st, Bedford-row.

Farmer, Eliz, St John's Villa, Ealing, Widow. Aug 2. Whitby *v* Farmer, V.C. Malins. Cates, Lincoln's-inn-fields.

Gorringe, Wm, Buxted, Sussex, Farmer. Aug 6. Hill *v* Killick, V.C. James. Langham, Barttett's-bldgs, Holborn.

Harris, Rose, Montpelier-sq, Brompton, Spinster. July 24. Cohen *v* Cohen, V.C. Stuart. Kempster, Lower Kennington-lane, Lambeth.

Isaac, Hy, Fenchurch-st, Glass Cutter. Aug 10. Ward *v* Beck, V.C. Stuart. Stibbard & Beck, East India Avenue, Leadenhall-st.

Jemmett, Fras, Camden Town, Gent. Oct 29. Jemmett *v* Jemmett, V.C. Stuart. Sweetland, Lincoln's-inn-fields.

Jodrell, Fras Chas, Yeardsley, Chester, Esq. Oct 1. Jodrell *v* Stratton, V.C. Malins. Jackson, Essex-st, Strand.

Maddocks, Wm, Gravesend, Kent, Schoolmaster. Aug 7. Small *v* Lowrey, V.C. Malins.

Mudd, Thos, Ipswich, Suffolk, Corn Merchant. Aug 10. Jeffries *v* Mudd, M. R. Smith & Co, Northumberland-st, Charing-cross.

Owen, Wm, Red Lion-sq, Manufacturer. Sept 4. Re Owen, V.C. Malins. Haynes, Duke-st, Manchester-sq.

Phillips, Geo Lort, Lawreny Castle, Pembroke, M.P. Sept 1. Phillips *v* Phillips, V.C. Malins. Sealy, Lincoln's inn fields.

Sale, Maria, Haslingden, Lancaster, Spinster. July 29. Hindle *v* Morley V.C. James. Kay, Blackburn.

Spencer, Mary, Leigh, Worcester, Widow. Aug 31. Peplow *v* Peplow, V.C. Stuart. Quarrell, Worcester.

Tyson, Benj, Pont-st, Belgrave-sq, Butcher. July 22. Tyson *v* Thomson, M. R. Slack, Mount-st, Grosvenor-sq.

Tyson, Ruth, Stanley-villas, King's-rd, Chelsea, Widow. July 22. Tyson *v* Thomson, M. R. Smith, Gt James-st, Bedford-row.

Wilson, Geo, Threadneedle-st, Hosier. July 26. Morley *v* Wilson, V.C. Malins. Edwards, Lincoln's-inn-fields.

TUESDAY, July 13, 1869.

Edwards, Chas, Chelmsford, Essex, Law Stationer. Aug 19. Bruty *v* Edwards, M. R. Meggy, Chelmsford.

Griffiths, David, Llandilo, Carmarthen, Gent. Aug 6. Griffiths *v* Griffiths, V.C. James. Thomas, Carmarthen.

Harrison, Geo, Easby, York, Esq. Aug 10. Harrison *v* Harrison, V.C. Stuart. Slater & Co, Manch.

Jobber, John, Willenhall, Stafford, Licensed Victualler. Aug 31. Woodgate *v* Jobber, V.C. Stuart. Dixon & Tempany, Bedford-row.

Jubb, Thos Walker, Willesden, Middx, Licensed Victualler. July 31. Mortimer *v* Jubb, V.C. Malins. Barton, Kennington-rd, Lambeth.

Phillips, John, Barclay-rd, Walthamstow, Publican. Sept 1. Woolf *v* Phillips, V.C Malins. Woolf, King st, Cheapside.

Wilson, Mervil, Warnford-ct, Merchant. Oct 28. Wilson *v* Wilson, V.C. James. Boys & Tweedies, Lincoln's inn fields.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 9, 1869.

Bishop, Eliz, Cornwall-pl, Holloway, Widow. Aug 12. Mills & Lockyer, Brunswick-pl, City-rd.

Bowen, Thos, Pemphrey, Carmarthen, Farmer. Sept 30. Barker, Carmarthen.

Boyd, Robt, York-pl, Upper-st, Islington, Printer. Sept 1. Sawbridge & Wrentmore, Wood-st, Cheapside.

Brown, Margaret, Higher Tranmere, Chester, Spinster. Aug 14. Stone & Bartley, Lpool.

Brown, Cordelia, Margaret-st, Cavendish-sq, Spinster. Sept 24. Mc'Millin, Bloomsbury-sq.

Caines, Chas, Victoria-villas, King Edward-rd, Hackney, Warehouseman. Sept 1. Sawbridge & Wrentmore, Wood-street, Cheapside.

Carthew, Jas Hy, Queen's-bldgs, Knightsbridge, Publican. Sept 1. Sawbridge & Wrentmore, Wood-st, Cheapside.

Coates, Francis Watson, Lansdowne-rd, South Lambeth, Gent. Sept 1. Sawbridge & Wrentmore, Wood-st, Cheapside.

Cliff, Wm. St Quentin, France, Gent. Sept 1. Sawbridge & Wrentmore, Wood-st. Cheapside.

Evans, Agnes, Gipsy-hill-villas, Norwood, Widow. Aug 10. Mote, Walbrook.

Gregory, Rev Lewis, Croydon, Surrey, Clerk. Aug 6. Minet & Smith, New Broad-st.

Gwilt, Frances Jane, Gloucester-ter, Hyde-pk-gardens, Spinster. Aug 10. Smith & Co, Northumberland-st, Strand.

Guilt, Eliz, Gloucester-ter, Hyde-pk-gardens, Spinster. Aug 10. Smith & Co, Northumberland-st, Strand.

Hagley, Charlotte Maria, Fosagate, York, Spinster. Sept 10. Wood, York.

Hall, Robt, Bishop Auckland, Durham, Grocer. Aug 9. Thornton, Bishop Auckland.

Harris, Geo Fredk, Mountside, Harrow-on-the-Hill, Esq. July 31. Steel, Gt James-st, Bedford-row.

Hough, Joseph, Manch, Woollen Draper. Sept 1. Parry & Son, Manch.

Kenwood, John, St Leonard's-on-Sea, Sussex, Builder. Sept 29. Phillips, Hastings.

Maze, Peter, Portland-pl, Esq. Aug 21. Meredith & Co, New-sq, Lincoln's-inn.

Minnett, Wm, Wickwar, Gloucester, Yeoman. Sept 1. Wright, Wotton-under-Edge.

Parsons, Saml, New Cavendish-st, Portland-pl, M.D. Oct 1. Eldred & Andrew, Gt James-st, Bedford-row.

Peareth, Albert, Sherrenden, Kent, Esq. Sept 15. Boys & Tweedies, Lincoln's-inn-fields.

Faulkner, Wm Peter, York-grove, Queen's-rd, Peckham, Gent. Sept 1. Sawbridge & Wrentmore, Wood-st, Cheapside.

Richards, Wm, Cheltenham, Gloucester, Coach Builder. Aug 10. Jessop, Cheltenham.

Slocock, Edmund, Belle Vue House, Chelsea, Esq. Sept 1. Sawbridge & Wrentmore, Wood-st, Cheapside.

Symons, Jane Dinniss Tolson, Bath, Widow. Sept 1. Paine & Layton, Gresham-house, Old Broad-st.

Thompson, Mary, Kirk Deighton, York. Sept 10. Wood, York.

TUESDAY, July 13, 1869.

Alexander, Hy Robt, Upper Hyde-pk-st, Bayswater, Esq. Sept 10. Young & Jackson, Essex-st.

Atlay, Robt, York, Gent. Sept 20. Wood, York.

Bedlington, Geo, Ovingham, Northumberland, Brewer. Aug 23. Chartres & Youll, Newcastle-upon-Tyne.

Blower, John, Wolverhampton, Stafford, Builder. Aug 18. Riley, Wolverhampton.

Bower, Robt, Welham, York, Esq. Aug 1. Walker & Langbourne, Malton.

Dyce, Rev Alex, Oxford-ter, Paddington. Aug 23. Hudson & Co, Bucklersbury.

Eckersall, Clara, Bath, Spinster. Sept 1. Gill & Bush, Bath.

Creds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 9, 1869.

Allen, Alfred, Exeter, Boot Maker. June 11. Asst. Reg July 8.

Armfield, Fredk Geo, The Grange, Bermondsey, Leather Dresser. June 12. Asst. Reg July 7.

Atkinson, Jas Saml, High-st, Peckham, Upholsterer. June 30. Comp. Reg July 8.

Ball, John, Ross, Hereford, Fellmonger. May 26. Asst. Reg July 7.

Ball, John, & Edwin Jas Yates, Ross, Hereford, Fellmongers. May 26. Asst. Reg July 7.

Bell, Richd, Beverley-rd South, Penge-pk, out of business. June 30. Comp. Reg July 6.

Bellis, Thos, Allt Vois, Flint, Farmer. June 20. Comp. Reg July 7.

Blacklock, Thos, Carlisle, Grocer. June 22. Comp. Reg July 6.

Chard, John, Bristol, Currier. June 7. Comp. Reg July 8.

Devis, Edwd, Birm, Brewer. June 9. Asst. Reg July 6.

Donovan, Patrick, Jeremiah-st, East India-rd, Poplar, Slopseller. June 11. Comp. Reg July 5.

Foster, Wm, Sowerby-bridge, York, Woolstapler. June 15. Asst. Reg Reg July 7.

Greeves, Geo Peter, Chepping Wycombe, Buckingham, Currier. June 21. Comp. Reg July 9.

Grimshaw, Jonathan, Leeds, Commercial Exporter. June 25. Asst. Reg July 6.

Hare, Saml, New Wortley, Leeds, Richd Atkinson, Kirkstall, York, & Jas Hare, New Wortley, Leeds, Grocers. June 9. Asst. Reg July 7.

Harrison, John, & Wm Fripp, jun, Leadenhall-st, Brokers. June 1. Asst. Reg July 5.

Hill, John, Heatley, Chester, Agent. June 15. Comp. Reg July 7.

Hutchinson, Hy Leonard, Hampton-ter, Bushey-pk-rd, Hampton-wick, Builder. June 15. Asst. Reg July 7.

Jacobs, Wm, Lichfield, Saddler. July 2. Asst. Reg July 9.

Jenkins, Thos Wm, Aberhenfig, Glamorgan, Grocer. June 4. Comp. Reg July 8.

Johnston, Hy. & Jas Johnston, High-st, Wapping, Builders. June 16. Asst. Reg July 8.
Laidlaw, Alex, Bury-ct, St Mary-axe, Publisher. June 12. Comp. Reg July 8.
Lewin, Sarah Letitia, Chesham, Buckingham, Grocer. June 10. Comp. Reg July 7.
Linsey, Thos Bushby, Holborn, Jeweller. June 29. Asst. Reg July 9.
Livesay, Erasmus Gilbert, Portslade, Sussex, Schoolmaster. June 8. Comp. Reg July 6.
Mulford, Wm Fredk, Florence-ter, Portobello-rd, Grocer. June 14. Comp. Reg July 6.
Moore, Peter, Tattenhall, Chester, Baker. June 22. Asst. Reg July 8.
Necrasoff, Nicholas Daykin, Harlesden-villas, Harlesden, out of business. June 14. Comp. Reg July 7.
Parker, John, Derby, Iron Merchant. June 7. Comp. Reg July 5.
Pimblott, Georgiana, Fenton, Stafford, Widow. June 11. Asst. Reg July 8.
Prichard, Geo, Blackfriars-rd, Boot Maker. July 6. Comp. Reg July 8.
Purcell, Danl, Manch, Boot Dealer. June 25. Comp. Reg July 8.
Sharman, Wm, South Sea-house, Threadneedle-st, Russia Broker. June 28. Comp. Reg July 9.
Smith, Jas Stephen, St George's-st East, Nautical Brazier. June 30. Comp. Reg July 6.
smith, John Paxford, Gloucester, Wine Merchant. May 11. Asst. Reg July 3.
Spedding, John Foster, Lpool, Drysalter. June 12. Comp. Reg July 9.
Stansfield, Richd, Todmorden, Lancaster, Brass Founder. June 4. Asst. Reg July 9.
Wilde, Peter, Shrewsbury, Salop, Bookseller. June 22. Asst. Reg July 8.
Wilkins, Fredk, New-rd, Whitechapel, Egg Merchant. June 15. Asst. Reg July 6.
Winter, Thos, Frimley, Surrey, Flour Merchant. June 11. Asst. Reg July 7.

TUESDAY, July 13, 1869.

Allen, Wm, Sheffield, Draper. June 14. Asst. Reg July 12.
Barczynski, Meyer, & Thos Murray Colledge, North Shields, Northumberland, Ship Chandlers. June 4. Comp. Reg July 10.
Benington, Chas, Blackburn, Lancaster, Cotton Manufacturer. June 16. Comp. Reg July 13
Bennett, Joseph, Workington, Cumberland, Hotel Keeper. July 8. Asst. Reg July 13.
Blakeley, John, Manch, Grocer. June 16. Asst. Reg July 12.
Blundell, Walter Dunmore, Walsall, Stafford, Boot Manufacturer. June 24. Comp. Reg July 10.
Burnett, Wm, Scarborough, York, Plumber. June 16. Comp. Reg July 10.
Chambers, Wm Hy, Exeter, Jeweller. June 16. Comp. Reg July 13.
Clark, John, Lymington, Hants, Grocer. June 4. Comp. Reg July 12.
Clough, John, Bradford, & Thos Bell Howitt, Ash-grove, Bradford, Machine Woolcombers. June 15. Asst. Reg July 12.
Conchman, Wm, Croydon, Surrey, Messman. June 29. Comp. Reg July 9.
Cousins, Jas Pridie, St Martin's-lane, Tailor. July 10. Comp. Reg July 10.
Dallimore, John Wm, Fareham, Southampton, Contractor. May 28. Asst. Reg July 12.
Davis, Thos Wm, Colchester, Essex, Boot Salesman. June 14. Asst. Reg July 10.
De Marthin, Guillermo Enrique, Orchard-st, Portman-sq, Gent. July 8. Comp. Reg July 9.
Ewbank, Wm, Gt Grimsby, Lincoln, General Dealer. July 2. Comp. Reg July 12.
Feist, Wm, Southwick, Sussex, Grocer. June 16. Asst. Reg July 10.
Goodall, Jas, St George's-rd, Southwark, Accountant. July 6. Comp. Reg July 9.
Gostling, Francis, Norwich, Boot Manufacturer. June 3. Asst. Reg July 5.
Gowthorne, Wm, Louth, Lincoln, Butcher. June 17. Asst. Reg July 13.
Grimwade, Edwd Wm, St Helen's-pl, Merchant. June 14. Comp. Reg July 9.
Hall, Wm, Wm Sidney Hall, & Thos Hall, jun, St George's, Gloucester, Brickmakers. June 30. Comp. Reg July 13.
Hanks, Richd, Church-st, Croydon, Grocer. June 14. Comp. Reg July 12.
Higson, John Richd, Halifax, York, Saddler. June 30. Asst. Reg July 12.
Hoare, Geo, Lpool, Hatter. June 12. Comp. Reg July 10.
Hoxham, John Burgess, Ystalyfera, Glamorgan, Grocer. June 25. Comp. Reg July 10.
Lloyd, Thos, Norwich, Stonemason. June 15. Conv. Reg July 13.
Mather, Wm, & John Read, Charles-st, Westminster-bridge-rd, Builders. July 10. Comp. Reg July 12.
Mitton, Abraham, Halifax, York, Joiner. July 3. Asst. Reg July 12.
Oliver, Mager, Gt Grimsby, Lincoln, Fruiterer. June 11. Asst. Reg July 9.
Penn, Chas, & Saml Penn, Dover, Kent, Upholsterers. June 3. Asst. Reg July 12.
Roymp, Robt Reuben, Norwich, Brickmaker. June 12. Comp. Reg July 13.
Shepheard, Geo, New-rd, Shepherd's-bush, out of business. July 8 Comp. Reg July 10.
Simpson, Geo Thos, Dudley-pl, Clapham-rd, Bookseller. June 14. Comp. Reg July 9.
Spalton, Geo Thos, Rotherham, York, Hosier. June 17. Comp. Reg July 12.
Stephens, Hy, Leeds, Plumber. June 28. Comp. Reg July 10.
Storey, Wm, jun, Baxton, Norfolk, Plumber. June 5. Asst. Reg July 12.
Thomas, John, Rhymney, Monmouth, Grocer. June 15. Asst. Reg July 13.

Bankrupts.

FRIDAY, July 9, 1869.

To Surrender in London.

Aldrich, Jas, Featherstone-st, City-rd, Coach Smith. Pet July 7. July 22 at 1. Hicks, Francis-ter, Hackney.
Aldridge, Geo, Ashley-cottages, Warwick-rd, Kensington, Photographer. Pet July 5. Pepys. July 27 at 11. Wood, Bucklersbury.
Bird, John Whitworth, Masbro'-rd North, Blyth-lane, Hammersmith, Comm Agent. Pet July 7. July 26 at 12. Johnson, St Martin's-ct, St Martin's-lane.
Borer, Fredk, High-st, Lower Tooting, Upholsterer. Pet July 5. July 22 at 12. Cooper, jun, Serle-st, Lincoln's-inn-fields.
Bruce, Thos, Oxford, Builder. Pet July 7. Pepys. July 27 at 2. Doyle & Co, Verulam-bldgs, Gray's-inn; Thompson, Oxford.
Cooper, Wm, Sandown, Isle of Wight, Builder. Pet July 6. July 22 at 12. Brown, Basinghall-st.
D'Aeth, John, Little Britain, Warehouseman. Pet July 3. July 22 at 1. Hughes, Chapel-st, Bedford-row.
Davies, Edwd Hy, Kentish-town-rd, Linendraper. Pet June 29. Pepys. July 28 at 12. Spaull, Verulam-bldgs, Gray's-inn.
Featherstonhaugh, Hy Reginald, Prisoner for Debt, London. Pet July 7 (for pau). Murray. July 20 at 1. Drake, Basinghall-st.
Firmin, Geo Jordan, Old Montague-st, Whitechapel, Manufacturing Chemist. Pet July 7. Pepys. July 27 at 1. Van Sandau & Co, King-st, Cheapside.
Hadland, John Thos, Adelaide-rd, Penge, Comm Agent. Pet July 7. Murray. July 20 at 1. Lawrance & Co, Old Jewry-chambers.
Henley, Hy, Victoria-ter, Blue Anchor-rd, Bermondsey, Baker. Pet July 7. Pepys. July 27 at 2. Rigby, Basinghall-st.
Hunt, Geo, High-st, Bow, Licensed Victualler. Pet July 1. Pepys. July 23 at 1. Layton, jun, Navarino-cottage, Bow-rd.
James, David, Lower Park-rd, Colney-hatch-pk, no occupation. Pet July 3. July 19 at 2. Scard & Son, Gt St Helen's.
Kelley, John, Hampshire-house, Hammersmith, out of business Pet July 2. Pepys. July 23 at 1. Anderson & Son, Ironmonger-lane, Cheapside.
Kirby, Wm, Angel-pl, Stratford, Cyder Manufacturer. Pet July 5. Pepys. July 27 at 12. Layton, Navarino-cottage, Bow-rd.
Lee, Wm, Prisoner for Debt, Reading. Pet July 5. Pepys. July 28 at 12. Marshall, Lincoln's-inn-fields.
Lintott, Edwd Stonham, Oregon-ter, Peckham-rye, Comm Agent. Pet July 6. July 22 at 12. Fisher, Doughty-st.
Meek, Geo, Merton, Beershop Keeper. Pet June 28. July 19 at 11. Cooke, Gresham-bldgs, Basinghall-st.
Monk, Fredk Wm, Bouverie-st, Brickmaker. Pet July 5. July 22 at 1. Kingsford & Co, Essex-st, Strand.
Oliphant, Hy Wm, & Ferrand Augustus Oliphant, Cannon-row, Westminster, Army Contractors. Pet June 29. Pepys. July 28 at 12. Lewis & Co, Old Jewry.
Pattison, Wm, Rodney-rd, Walworth, Pork Butcher. Pet July 6. Pepys. July 27 at 12. Hicks, Francis-ter, Hackney.
Rhein, Carl, Foster-lane, Leather Bag Manufacturer. Pet July 5. July 22 at 12. Gresham, Basinghall-st.
Rowe, Hy, Aston-st, Limehouse, Carpenter. Pet June 29. July 26 at 1. Cooke, Gresham-bldgs, Basinghall-st.
Smith, Robt, Cedar-villas, Middle-lane, Hornsey, Builder. Pet July 3. Pepys. July 23 at 2. Cooke, Gresham-bldgs.
Steed, Jas, Albert-ter, Parchmore-rd, Thornton-heath, out of business. Pet July 5. July 22 at 11. Briant, Winchester-house, Old Broad-st.
Swann, Wm, Angela-gardens, Bethnal-green, Butcher. Pet July 6. Pepys. July 27 at 1. Morris, Bishopsgate-st Within.

To Surrender in the Country.

Andrews, Fredk, Glastonbury, Innkeeper. Pet July 6. Lovel. Wells, July 24 at 12. Hobbs, jun, Wells.
Ball, Geo, South Brent, Devon, Blacksmith. Pet July 9. Bryett Totnes, July 24 at 1. Windratt, Totnes.
Black, Geo Donald Fraser, & Albert Smith Pearson, Lpool, Comm Agents. Pet July 9. Lpool, July 26 at 11. Etty, Lpool.
Brandreth, Wm, & Wm Holland, Leicester, Shoe Manufacturers. Pet July 8. Ingram. Leicester, July 31 at 10. Durrant, Leicester.
Brannan, Patrick, Prisoner for Debt, Chester. Adj June 16. Wason. Birkenhead, July 30 at 2.
Brown, John, Kingston-upon-Hull. Cowkeeper. Pet July 9. Leeds. July 28 at 12. Spurr & Chambers, Hull.
Chetham, Jas Joseph, Rochdale, Lancaster, Painter. Pet July 9. Fardell. Manch, July 27 at 11. Woolley, Manch.
Cracroft, Fredk Jas, Shaldon, Devon, Gent. Pet July 9. Exeter, July 27 at 11. Howard, Weymouth; Terrell & Petherick, Exeter.
Derrick, Robt, Gardner's Rest, Sneinton, Nottingham, out of business. Pet July 7. Patchitt. Nottingham, Oct 6 at 10.30. Heath, Nottingham.
Foulkes, Thos, Prisoner for Debt, Manch. Pet July 6 (for pau). Kay. Manch, Aug 4 at 9.30. Ambler, Manch.
Gallon, John, jun, Newcastle-upon-Tyne, out of business. Pet July 7. Clayton. Newcastle, July 31 at 10. Britton, Newcastle-upon-Tyne.
Glanville, Wm Fredk, Pembroke Dock, Flour Merchant. Pet July 8. Wilde. Bristol, July 23 at 11. Hulm, Pembroke Dock; Press & Inskip, Bristol.
Graven, Jas, Ely, Cambridge, Engineer. Pet July 8. Hall. Ely, July 24 at 11. Cross, Ely.
Henry, Matthew, East Hove, Sussex, Private Tutor. Pet July 9. Eversbed. Brighton, July 28 at 11. Lamb, Brighton.
Hieber, John Von Gott, Monks Coppenhall, Chester, Teacher of Languages. Pet July 3. Broughton. Crewe, July 29 at 10. Sheppard, Crewe.
Hooley, Wm, Southampton, Merchant's Clerk. Pet July 8. Thorndike. Southampton, July 17 at 12. Mackey, Southampton.
Howland, Ralph, Chipping Wycombe, Buckingham, Chair Framer. Pet July 7. Parker. High Wycombe, July 23 at 11. Spicer, Gt Marlow.
Jackson, Joseph, Prisoner for Debt, Bellevue. Pet July 6. Kay. Manch, Aug 3 at 9.30. Nuttall, Manch.
Jones, John, Birm, Refreshment house Keeper. Pet July 10. Tudor. Birm, July 23 at 12. James & Griffin, Birm.

Jones, John, Beulah, Brecon, Carpenter. Pet July 7. Llewellin. Builth July 26 at 12. Cheese, Hay.
Kershaw, Geo, Oldham, Lancaster, Smith. Pet July 8. Tweedal. Oldham, July 28 at 12. Buckley, Oldham.
Llewhellin, John, Pembroke Dock, Licensed Victualler. Pet July 10. Lanning. Pembroke, July 24 at 9. Parry, Pembroke Dock.
Marx, Leopold, Manch, Comm Agent. Pet July 10. Macrae. Manch, July 30 at 11. Leigh, Manch.
Mollard, Wm, Tipton, Stafford, Chartermaster. Pet July 10. Walker. Dudley, July 23 at 12. Stokes, Dudley.
Paddon, Geo, Highweek, Devon, Cabinet Maker. Pet July 9. Pidsley. Newton Abbott, July 28 at 11. Carter, Torquay.
Page, Wm Bishop, Wolverhampton, Stafford, Refreshment-house Keeper. Pet July 5. Brown. Wolverhampton, July 22 at 12. Stratton, Wolverhampton.
Perkes, Geo, Tipton, Stafford, Chartermaster. Pet July 7. Walker. Dudley, July 23 at 12. Stokes, Dudley.
Percival, John, Manch, Bookkeeper. Pet July 8. Kay. Manch, Aug 4 at 9.30. Elitoft & Hampson, Manch.
Rumbelow, Robt, Cardiff, Shipwright. Pet July 9. Langley. Cardiff, July 24 at 11. Raby, Cardiff.
Simcock, Abraham, jun, Merthyr Tydfil, Glamorgan, Glass Dealer. Pet July 5. Russell. Merthyr Tydfil, July 20 at 11. Lewis, Merthyr Tydfil.
Simpson, Geo, Brigg, Lincoln, Draper's Assistant. Pet July 7. Newton. East Retford, July 20 at 10. Bescoby, East Retford.
Sissons, Richd Belcher, Gainsborough, Lincoln, Market Gardener. Pet July 5. Burton. Gainsborough, July 26 at 11. Hayes, Gainsborough.
Stephens, John, Landport, Southampton, Plumber. Pet June 30. Howard. Portsmouth, July 19 at 12. Champ, Portsea.
Sutcliffe, Abram, Rochdale, Lancaster, out of business. Pet July 3. Jackson. Rochdale, July 22 at 11. Thomas, Halifax.
Sutton, Wm, Sheerness, Kent, Shipwright. Pet July 5. Wates. Sheerness, July 23 at 10. Willis, Sheerness.
Underwood, Thos, Birm, Lithographer. Pet July 5. Hill. Birm, July 21 at 12. Hodgson & Son, Birm.
Wardingley, Hy, Doncaster, York, Commercial Traveller. Pet July 5. Shirley. Doncaster, July 21 at 12. Woodhead, Doncaster.
Weighill, Robt Foster, Durham, out of business. Pet July 6. Greenwell. Durham, July 21 at 11. Bell, West Hartlepool.
Williams, Thos, Brynmoil, Glamorgan, Labourer. Pet July 1. Morris. Swansea, July 19 at 2. Smith, Swansea.
Wilmot, Hy, Prisoner for Debt, Winchester. Pet June 22 (for pau). Godwin. Winchester, Aug 7 at 11.
Wilson, Thos, Rochdale, Lancaster, Painter. Pet July 5. Jackson Rochdale, July 22 at 3. Ashworth, Rochdale.
Woodhead, Wm, Prisoner for Debt, Walton. Adj June 19. Hime. Lpool, July 19 at 2.

TUESDAY, July 13, 1869.

To Surrender in London.

Alexander, Richd, Catherine st, Limehouse, Timber Dealer. Pet July 8. Pepys. July 28 at 12. Medcalf, Gresham-bldgs.
Beard, Jacob, Barnes, out of business. Pet July 9. July 30 at 11. Mayhew, Carey-st, Lincoln's-inn.
Bingham, Fredk Francis, Rye-lane, Peckham, Baker. Pet July 6. Pepys. July 27 at 12. Dubois, Church-passage, Gresham-st.
Bruce, Robt Cairnes, Woolwich-common, Gent. Pet July 5. July 26 at 11. Buchanan, Basinghall-st.
Burrowes, Amelia Seymour, Burlington-rd, Bayswater, Widow. Pet July 10. July 30 at 1. Biddles, South-sq, Gray's-inn.
Butson, John Jas, Warwick-rd, Stoke Newington, Painter. Pet July 10. Pepys. Aug 3 at 11. Biddles, South-sq, Gray's-inn.
Buttenshaw, Saml Edwd, Bolton-rd, St John's-wood, Merchant's Clerk. Pet July 10. July 30 at 12. Evans & Co, John-st, Bedford rd.
Clark, Thos, Sylvester-rd, Lordship-lane, Dulwich, Carpenter. Pet July 9. Pepys. July 28 at 1. Godfrey, Hatton-garden.
Clark, John, Grimscott-st, Bermondsey, Journeyman Baker. Pet July 9. July 30 at 11. Chidley, Old Jewry.
Coghlan, Chas, Ladbroke-rd, Notting-hill, Gent. Pet June 23. Aug 2 at 11. Lewis & Lewis, Ely-pl.
Collis, Saml Sherlock, York-villas, Albion-rd, Stoke Newington, Commercial Traveller. Pet July 8. July 26 at 2. Kisch, Wellington-st, Strand.
Cooper, Thos Buck, Kingston-upon-Thames, Grocer. Pet July 7. July 26 at 12. Jarvis, Chancery-lane.
Forbes, Geo, Alma-sq, St John's-wood, Teacher of Music. Pet July 7. July 26 at 11. Wickens, Palmerston-buildings, Old Broad-st.
Gibbins, Wm Hy, Deptford-bridge, Greenwich, House Decorator. Pet July 7. July 26 at 12. Harris, Wellington st.
Giles, Jas, West Hanney, Berks, Beershop Keeper. Pet July 8. Pepys. July 27 at 11. Cooke, Gresham-bldgs.
Horsley, Wm Geo, Brewery-rd, Caledonian-rd, Comm Agent. Pet July 8. Pepys. July 27 at 12. Watson, Basinghall-st.
Hunt, Wm, Folkestone, Kent, Omnibus Driver. Pet July 10. Pepys. July 28 at 2. Minter, Folkestone.
Hyams, Hy, Scarborough-st, Goodman's-fields, Clothier. Pet July 7. Pepys. July 27 at 2. Montague, Bucklersbury.
James, Edwin, Elizabeth-st, Eaton-sq, Brush Maker. Pet July 6. Pepys. July 27 at 1. Eaden, Gray's-inn-sq.
James, Robt, Ebury-mews, Pimlico, Coach Builder. Pet July 10. Pepys. July 28 at 2. Hicks, Francis-ter, Hackney-wick.
Littlejohns, Edwin, Prisoner for Debt, London. Pet July 6 (for pau). Brougham. July 26 at 1. Cooke, Gresham-bldgs, Basinghall-st.
Mayho, John Robt, Princes-st, Lisson-grove, Oilman. Pet July 5. Pepys. July 27 at 11. Hicks, Francis-ter, Hackney.
Mibon, John, Romford, Essex, Builder. Pet July 7. Pepys. July 27 at 1. Lea, Furnival's-inn.
Mole, Robt Chapman, Hampshire Hog-yd, Bloomsbury, Livery Stable Keeper. Pet July 6. Pepys. July 27 at 12. Neal, Pinner's-hall, Old Broad-st.
Moore, Edmund Thos, Bow, out of business. Pet July 9. Pepys. July 28 at 1. Butler & Co, Tooley-st, London-bridge.
Nicholls, Hy, Rymer-rd, Alma-rd, Old Wandsworth, Builder. Pet July 8. July 26 at 2. Scott, Basinghall st.
Nicoll, Geo, Air-st, Regent-quadrant, Hair Dresser. Pet July 5. Pepys. July 27 at 11. Morris, Jermyn st.
Paige, Lewis, Whitfield, Northampton, Clerk in Holy Orders. Pet July 8. July 30 at 12. Torr & Co, Bedford-row.
Paine, Ambrose, Lea, Kent, Beershop Keeper. Pet July 9. Pepys. July 28 at 1. Wild & Co, Ironmonger-lane.
Penn, Geo Wm, Medwin-cottages, Chase Side, Southgate, Commercial Traveller. Pet July 8. July 26 at 1. Willis, Hunter-st.
Salter, Roger Geo, Prisoner for Debt, London. Pet July 9 (for pau). Pepys. July 28 at 1. Watson, Basinghall-st.
Scholey, Anne Hannah, Prisoner for Debt, London. Pet July 5 (for pau). Brougham. July 26 at 12. Morrison, Trinity-st, Southwark.
Schondorf, Michael, Gt Tower-st, Corn Broker. Pet July 5. Pepys. Aug 3 at 2. Thompson & Son, Cornhill.
Scott, Robt, Barnet-st, Hackney-rd, Carpenter. Pet July 7. Pepys. July 28 at 11. Noon & Davies, New Broad-st.

To Surrender in the Country.

Bamford, Thos, Prisoner for Debt, Lancaster. Adj June 18. Myres. Preston, July 24 at 10.
Best, Jas, Withyham, Sussex, Wheelwright. Pet July 6. Pearless. East Grinstead, July 20 at 11. Burt, East Grinstead.
Brumfitts Thos, Skipton, York, Cabinet Maker. Pet July 8. Leeds, July 26 at 11. Paget, Skipton.
Calladine, Thos, Ilkeston, Derby, Greengrocer. Pet July 6. Machin. Belper, July 24 at 12. Walker, Belper.
Cartledge, Geo, jun, Burslem, Stafford, Hatter. Pet July 7. Challinor. Hanley, July 24 at 11. Tomkinson, Burslem.
Crofton, John, Thornley, Durham, Bootmaker. Pet July 6. Greenwell. Durham, July 21 at 11. Stafford, Durham.
Dines, John Hy, Brighton, out of business. Pet July 6 (for pau). Blaker. Lewes, July 24 at 12.
Doel, Joseph, Hoole, Chester, Innkeeper. Pet July 6. Lpool, July 21 at 12. Churton, Chester.
Eden, Jas, Walkden Moor, Lancaster, Innkeeper. Pet July 6. Hulton. Salford, July 24 at 9.30. Edge & Dawson, Bolton.
Ellicott, Wm Rendell, Torquay, Devon, Wheelwright. Pet July 7. Pidsley. Newton Abbot, July 21 at 11. Flood, Exeter.
Evans, Alfred, Southampton, Baker. Pet July 5. Thorndike. Southampton, July 17 at 11. Mackey, Southampton.
Eveleigh, Thos, Whimple, Devon, Shoemaker. Pet July 7. Daw. Exeter, July 20 at 11. Davy, Ottery St Mary.
Fishburn, Elijah, Yeadon, York, Grocer. Pet July 6. Carr. Otley, July 24 at 11. Barret, Otley.
Gilbert, Thos Field, Brighton, Sussex, Gent. Pet July 6 (for pau). Blaker. Lewes, July 21 at 12.
Glover, Jas, Leeds, Bookkeeper. Pet July 3. Leeds, July 19 at 11. Blackburn, Leeds.
Haddock, Thos, Horncastle, Lincoln, General Dealer. Pet July 3. Clitherow. Horncastle, July 22 at 11. Boulton, Horncastle.
Hudson, Wm Hy, Bradford, York, Tailor. Pet July 8. Leeds, July 26 at 11. Simpson, Leeds.
James, Joseph, Breams Tuffs, Gloucester, Miner. Pet July 3. George. Monmouth, July 24 at 12. Williams, Monmouth.
Lamb, Wm Joseph, Bristol, Tea Merchant. Pet June 29. Wilde Bristol, July 19 at 11. Osborne & Co, Bristol.
Leyland, John, Preston, Lancaster, Engine Tenter. Pet July 3. Myres. Preston, July 24 at 10. Edelston, Preston.
Mee, Richd, Manch, Baker. Pet July 7. Kay. Manch, Aug 4 at 9.30. Bennett & Almond, Manch.
Mellor, Thos, Manch, Tea Dealer. Pet June 29. Fardell. Manch, July 26 at 12. Marsland & Addleshaw, Manch.
Metcalf, Geo, Prisoner for Debt, Lancaster. Adj June 18. Postlethwaite. Ulverston, July 19 at 10.
Middleton, Joseph, Sheffield, York, Stove Grate Fitter. Pet July 5. Wake. Sheffield, July 22 at 1. Dyson, Sheffield.
Montague, Hy, Lpool, Secretary. Pet July 8. Lpool, July 20 at 11. Sowton, Lpool.
Moore, Wm Hy, Brighton, Tobacconist. Pet July 6 (for pau). Blaker Lewes, July 21 at 12.
Moore, Hy Josiah, Brighton, Sussex, not in any business. Pet July 6 (for pau). Blaker. Lewes, July 21 at 12.
Musgrave, Frank, Brighton, Theatrical Manager. Pet July 6 (for pau). Blaker. Lewes, July 21 at 12.
Newey, Hy, Birm, Comm Agent. Pet July 6. Tudor. Birm. July 23 at 12. Allen, Birm.
Newnham, Wm, Newport, Isle of Wight, Baker. Pet July 6. Blaker. Newport, July 21 at 11. Beckingsale, Newport.
Oglesby, Wm, Brigg, Lincoln, Furniture Broker. Pet July 1. Hett. Brigg, July 22 at 2. Robbs, Brigg.
Perks, Charlotte, Worcester, Eating-house Keeper. Pet July 6. Crisp. Worcester, July 21 at 11. Wilson, Worcester.
Read, Hy Arthur, Bristol, Banker's Clerk. Pet July 6. Harley. Bristol, July 30 at 12. Benson & Elletson.
Reed, John, Prisoner for Debt, York. Adj June 19. Marshall. Leeds, July 22 at 12. Harle, Leeds.
Roberts, David, Taly-cafn, Denbigh, Publican. Pet June 30. Lpool, July 22 at 12. Evans & Locket, Lpool; for Jones, Conway.
Rouch, Charlotte Catherine, Birm, out of business. Pet July 7. Hill. Birm, July 21 at 12. James & Griffin, Birm.
Rutter, Richd, Kent-green, Chester, Journeyman Flint Grinder. Pet July 6. Latham. Congleton, July 16 at 11. Salt, Tunstall.
Sedgwick, Thos, Houghton-le-Spring, Durham, Butcher. Pet June 30. Gibson. Newcastle-upon-Tyne, July 21 at 12. Joel, Newcastle-upon-Tyne.
Smith, Albert, Bristol, Baker. Pet July 8. Wilde. Bristol, July 23 at 11. Bramble & Blackburne, Bristol.
Wood, Chas John, Leeds, Tinner. Pet July 9. Marshall. Leeds, July 26 at 1. Harle, Leeds.
Woram, Edmund, Colyton, Devon, Butcher. Pet July 7. Bond. Axminster, July 23 at 3. Tweed, Honiton.

Facing Hyde-park.—Noble Mansion, with Stabling.

MESSRS. WILSON BROTHERS are instructed to SELL by AUCTION, at the MART, City, E.C., on THURSDAY, JULY 29th, 1869, at TWELVE for ONE o'clock precisely (unless an acceptable offer be previously made by private contract), the BENEFICIAL LEASE of the spacious RESIDENCE, with stabling in the rear for six horses, situate in an aristocratic position, being No. 6, Hyde-park-place, in close proximity to the west end resorts, and immediately facing Hyde-park. The mansion is held for an unexpired term of 14½ years or thereabouts, at the very low rental of £355 per annum, but is of the estimated value of £600 per annum.

Particulars, with conditions of sale, may be obtained of

Messrs. BERRIDGE & MORRIS, Solicitors, Leicester;

at the Mart; or at Messrs. WILSON BROTHERS' Offices, No. 45, Park-street, Grosvenor-square, W.

Surrey.—Cooper's-hill, Englefield-green, near Windsor Home Park.—A Freehold Residential Estate of great natural beauty, lavishly developed by art. Its mansion, recently erected at very great cost, in a richly timbered park, occupies the verge of a plateau of land descending boldly from a commanding height to the valley of the Thames at Runnymede. Terraces and lawns displaying great horticultural taste, with glades through adjacent woodlands, diversify pleasure grounds from which are commanded views of surpassing loveliness; conservatories, modern stabling, and gardens with extensive appliances for forcing. Lodge entrance and avenue approach combine in style and character all that can be desired in the appointments of a distinguished residential demesne of the highest class.

MESSRS. DANIEL SMITH, SON, & OAKLEY have been favoured with instructions to offer for SALE by AUCTION, at the MART, Tokenhouse-yard, London, on TUESDAY, JULY 27, at TWO precisely, the above celebrated ESTATE, deservedly alluded to by Pope in his poem on Windsor Forest:—

"On Cooper's-hill eternal wreaths shall grow,
While lasts the mountain or while Thames shall flow."

Its situation is quite beyond eulogy or description by advertisement. Windsor Home-park, almost adjoining, and the Royal town distant about four miles, Egham three miles, Ascot and Virginia Water within easy distances, afford varied rides and drives, and distinguished society. The estate in itself commands undisturbed enjoyment of the singular beauty of its position, and the scenery commanded from it. From a magnificent height, the property, which comprises 120 acres freehold, exclusive of about 50 acres adjoining leasehold, develops itself as a plateau of ground skirting Englefield-green, and descends boldly, with luxuriantly timbered park lands belted by plantations, to Runnymede, on the banks of the Thames, at which point, full of historical association, a fine valley spreads itself, with the course of the Thames traceable for a great distance, and in connection with Windsor Castle, which stands out a prominently beautiful object, enhances the charm of a landscape the view over which extends into several counties.

The present mansion, erected by Messrs. Myers from designs by Messrs. Francis, combines in effect solidity with elegance of design, in the Elizabethan style of architecture, with Italian details, faced externally with white brick, and having stone dressings and chaste decorations throughout. It presents, on approach through the park, a fine extended front, relieved by a tower. At the garden fronts are terraces, enclosed by dwarf stone walls, with piers and vases, and on the principal terrace are stone balustrades, with flights of steps and a tastefully designed fountain. It contains on the upper floors upwards of twenty-five chambers, opening to light and airy corridors, with numerous dressing rooms, nurseries, school rooms, seven well-fitted bath rooms, boudoirs and morning rooms, back staircases, gas and hot and cold water being laid on throughout the floors. The principal staircase, in oak, ascends in an unusually fine hall in the Tudor style, occupying the centre of the house to the roof, with galleries, and spacious landings on the chamber floors. A handsome stained-glass window on the first landing, the ceilings panelled in wood with oak carvings at the intersections, and large rectangular skylight above, produce a rich and, at the same time, airy effect on entrance. The drawing room, 30 feet by 31 feet, is entered through a vestibule 20 feet by 16½ feet, which is connected with a picture gallery 55 feet by 20 feet, and a conservatory 47 feet by 30 feet, carried out to correspond with the general architectural design, at the west front (also entered from the drawing room) completes a fine suite of reception rooms, the decorations being of the most costly character and in the best taste, a library 23 feet by 20 feet, a breakfast room 25 feet by 18 feet, and oratory with panelled screen and ceiling, a billiard room and dressing room, a gun room, a noble dining room 30 feet by 25 feet, exclusive of an agreeable recess, and connected with it is a serving room and complete set of domestic offices, fitted with all modern improvements, with extensive cellarage and corridors in basement, rendering the entire building thoroughly dry. There are also various outbuildings, laundry, &c.

The pleasure grounds, which are extensive, are laid out with parterres, rosaries, and lawns, amidst a profusion of timber and plantations, and are embellished by very rare specimens of trees and shrubs; there are also enjoyable terraces above, adjacent woodlands, which are intersected by glade-like walks of great extent and variety—the views from various points are not to be surpassed elsewhere for loveliness and extent. The approach is by a carriage drive, through an avenue, with entrance lodge and gates.

At a convenient distance from the house is modern stabling for a large stud of horses, with carriage houses, grooms' rooms, lofts, washing houses, &c., ranged around an enclosed paved yard. Adjoining are walled kitchen gardens, with a peach house 184 feet in length, vineries, forcing houses, greenhouses, pineries, melon house, and every appliance for forcing. Gardener's cottage and rooms for men. At other points of the property are convenient farm premises, with yards and cowhouse, bailiff's house, a dog kennel, and keeper's cottage.

Full printed particulars, with plans, are in course of preparation, and, when ready, may be obtained at the Auction Mart; of

Messrs. WEST & KING, Solicitors, 66, Cannon-street, London;

and with orders to view, of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

MARR'S SAFES are CHEAPEST and BEST.—67, Cannon-street, London, E.C.

In Chancery: "Hamp v. Hamp," "Hamp v. Robinson." "Hamp v. Bolt," "Tomlinson v. Robinson," and in the Matter of the Hamp's Estate Act, 1868.—Herefordshire.—The Morehampton Park Estate, a highly important freehold property and fine sporting domain, situate in the parishes of Abbeydore, Bacton, and St. Margaret, 10 miles from Hereford, and about midway between that ancient city and Abergavenny, four miles from the Pontrilias Station on the Hereford and Abergavenny Railway, within six hours' journey by rail from London, and easy of access from Birmingham, Manchester, the north of England, and also from South Wales.

MESSRS. DANIEL SMITH, SON, & OAKLEY have received instructions from His Honour the Master of the Rolls to offer for SALE by AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, JULY 27th, at TWO precisely, the above valuable and important FREEHOLD ESTATE. It comprises 2,188 acres in a ring fence, consisting of 1,794 acres of very sound and useful agricultural lands, and including a considerable section of the rich feeding pastures of the "Golden-valley," and 50 acres of rich orchards, divided into several compact farms, with suitable farmhouses and homesteads, well tenanted; the principal being Blackbush, Morehampton (with a modern house and homestead), New Barn, New Court, and Farmhouse Farms; also valuable woodlands and plantations, forming excellent game preserves, extending over 370 acres, and well dispersed over the estate, and the small but comfortable residence or shooting box known as Bacton-villa. The whole, with the exception of about 50 acres (lifehold for a life age 65), is freehold, and combines all the attractions of a fine sporting domain, situate in the midst of beautiful scenery, including the range of the Black Mountains and other Welsh hills, with the solid advantages of a secure investment for capital, and the importance which the ownership of territory on a large scale confers. The well-built residence, known as Bacton-villa, occupies a sheltered site a short distance from the village of Bacton, surrounded by park-like meadows, and approached from the high road by a carriage drive. It contains dining, drawing, and breakfast rooms, kitchen, back kitchen, and dairy, four bed rooms and dressing room, two servants' rooms, store room, and water-closet, and good underground wine and beer cellars, with lawn and kitchen garden, stabling for five horses, and carriage-house. The house is in excellent repair throughout, and well supplied with spring water. The estate is intersected in the centre for about one and a half mile by the river Dore (a capital trout stream), and other noted streams, including the far-famed Monnow, are in the immediate neighbourhood, and afford excellent angling. Attached to this property are the manors or reputed manors of Bacton and Morchampton, with their rights, privileges, and emoluments, and the advowson and next presentation to the rectory of Bacton, the income of which, arising from tithes, amounts to £122 per annum. The outlying portion of the estate, which will be offered in a separate lot, comprises a small occupation, comprising about 14 acres, with the roadside beerhouse known as Gurney's Oak, situate on the turnpike road in the parish of Woolhope, about seven miles from Hereford and six from Ross.

Particulars and plans may be obtained of

Messrs. PARKER, ROOKE, & PARKERS, Solicitors, 17, Bedford-row; of

Messrs. SMITH & MAMMATT, Solicitors, Ashby-de-la-Zouch;

J. WHITEHOUSE, Esq., Solicitor, 48, Lincoln's-inn-fields; of

Messrs. WESTALL & ROBERTS, Solicitors, 7, Leadenhall-street; of

Messrs. BODENHAM & JAMES, Solicitors, Hereford; of

F. SYMONDS, Esq., Solicitor, Hereford;

and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall Mall, S.W.

Keston, Kent.—A singularly attractive Freehold Residential Estate, barely 13 miles from London.

MESSRS. WILSON BROTHERS are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, in the City of London, on THURSDAY, JULY 29, at TWELVE for ONE precisely, the charmingly situate and proverbially beautiful FREEHOLD RESIDENTIAL PROPERTY, distinguished as Heathfield, comprising a well-arranged and elegantly-decorated Family Residence, with stabling, conservatory, and other outbuildings, standing in the midst of romantic pleasure grounds, park, meadows, and enclosures, of about 36 acres. It is almost impossible to overrate the charms of this lovely country abode. The grounds possess beauties rarely to be met with, nature is sweetly combined with art, and the hand of taste and skill is profusely displayed in every part. The ornamental lake, partially covered with rare specimens of the lily, forms a pleasing feature in the foreground, the tout ensemble being greatly enhanced by the fine old timber with which the property is so well and judiciously covered. It is almost unnecessary to call attention to the remarkably diversified panoramic views commanded from the house and terraces. The eye enjoys a range of verdant scenery extending for miles in almost every direction, while peeping forth from the midst of their beautiful parks may be distinguished the country seats of numerous noblemen and county families—Holwood Park, the seat of the late Lord Cranworth; Forest Hill, the picturesque abode of Lady Legge; Keston House, the noble residence of Mrs. Bonham Carter; and many others, being in close proximity to Heathfield. The adjoining lands being manorial, the situation can lose none of its charms through other houses being built near. Without in the slightest degree deteriorating from the privacy of the property the great extent of frontage to the Wickham-road might be advantageously utilised for building purposes, and would doubtless produce a very large revenue. Orpington and Bromley Railway Stations are three miles distant, while several other stations are within a pleasant drive. It is estimated that the value of the property, including the building frontage, is at least £500 per annum; but it is let on lease for a term of which about ten years are unexpired, at a rental of £150 per annum, the tenant having expended a very large sum on improvements and rebuilding.

Particulars, with plans and conditions of sale, may be obtained at the Mart; at the principal inns in the neighbourhood; of

W. HINE HAYCOCK, Esq., Solicitor, 4, College-hill, E.C.;

or at the Auctioneers' Offices, 45, Park-street, Grosvenor-square, W.

CHAMBERS or OFFICES to LET, 56, Lincoln's-inn-fields.—Inquire of the Housekeeper.